



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, November 03, 2026

2:00 PM

INVOCATION

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

RECOGNITION(S)

A. Congratulations! October 2026 - 25-50 Years of Service Recipients.

DELEGATION(S)

- B. Ms. Ashley Benton-Harold** request Commission review of the September 15 and October 6, 2026 data center ordinance proceedings, verification and correction of the reported 11–0 versus 6–5 voting discrepancy, review of public participation and environmental oversight, and consideration of more accessible Commission meeting times.
- C. Ms. Zakiya Mabery-** The Center for Community Awareness & Public Engagement (C-CAPE)’s purpose.
- D. Ms. Joanna Nabholz-**proposed restrictions on short-term rentals in Augusta’s residential neighborhoods and the potential economic impact on the city, local businesses, property owners, and tourism. y
- E. Ms. Rose Evans-**short-term rental provisions in the draft Comprehensive Zoning Ordinance update.
- F. Ms. Heather Dunaway-**The Greater Augusta Arts Council and Public Art Advisory Panel wish to give a progress report/update of the Public Art Master Plan, Commission approval is needed on the updated Public Art Advisory Panel Policy and for the purchase of sculpture (**voted on by the public and approved by the Public Art Advisory Panel**) along the Augusta Sculpture Trail. 2) Also, Commission approval for an updated Memorandum of Understanding between the Greater Augusta Arts Council and the City of Augusta which re-confirms the Arts Council as the Public Art Agency for the City of Augusta.

CONSENT AGENDA

(Items 1-##)

PUBLIC SERVICES

- 1.** Motion to **approve** award of RFP #26-905—Waterpark Feasibility Study to CPL Architects, Engineers and Landscape Architects, D.P.C, and to authorize the Mayor to execute all associated

documents. The Contract is for the duration of the project scope in the amount of \$79,020.00 to complete the project scope. **(Approved by Public Services Committee October 27, 2026)**

- 2.** Motion to approve the assignment of Aiken-Augusta Swim League (ASL) to Peachtree Aquatics, Inc. (Peachtree) under the current Memorandum of Understanding (MOU) between Aiken-Augusta Swim League (ASL) and Augusta, GA. **(Approved by Public Services Committee October 27, 2026)**
- 3.** Motion to **approve A.N. 26-43** –Existing location, New Ownership: Consumption on Premise Liquor, Beer Wine, and Dance. Kellie Vinson and Barry Kruse are the applicants for K-Bar Holdings LLC dba Chevys Nite Club, to be used in connection with 3328 Washington Road Ste E, F & G Augusta, GA 30907. District 7, Super District 10. **(Approved by Public Services Committee October 27, 2026)**
- 4.** Motion to **approve** the annual Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1). **(Approved by Public Services Committee October 27, 2026)**
- 5.** Motion to **approve** additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026). **(Approved by Public Services Committee October 27, 2026)**

ADMINISTRATIVE SERVICES

- 6.** Motion to **approve** the purchase of eight vehicles, at a total cost of \$357,187.90, from Akins Ford Dodge for the Utilities Department. Seven of the vehicles are replacements and one vehicle is a new request utilizing GA statewide contract. **(Approved by Administrative Services Committee October 27, 2026)**
- 7.** Motion to approve the award of bid #26-269, Ezekiel Harris House Retrofit in the amount of **\$170,640.00** to be performed by Horizon Construction. **(Approved by Administrative Services Committee October 27, 2026)**

ENGINEERING SERVICES

- 8.** Motion to **approve** due to the need for a construction time extension on the active Augusta Reservoir Dams Improvements Project, an additional construction administration services change order is required for Cranston LLC. This change order will extend the remaining construction administration effort through to February 2027 with continued NPDES inspections through the end of the 2026 Calendar Year.**(Approved by Engineering Services Committee October 27, 2026)**
- 9.** Motion to **approve** proposal to enter an Engineering Services Contract with Cranston LLC to provide engineering and profession services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of **\$481,043.00**.**(Approved by Engineering Services Committee October 27, 2026)**
- 10.** Motion to **approve** a proposal to enter an Engineering Services Contract with Infrastructure Systems Management, LLC to provide engineering services for the design, permitting, and construction administration of the water main interconnection between the Sand Ridge and Pinnacle Place subdivisions. Infrastructure System Management is on the prequalified Engineering Consultants list RFQ 24-132 approved on 6/24/24'.**(Approved by Engineering Services Committee October 27, 2026)**

- 11.** Motion to **approve** One Year Renewal of enQuesta for AUD(**Approved by Engineering Services Committee October 27, 2026**)
- 12.** Motion to **approve** One Year Renewal of InvoiceCloud for AUD. (**Approved by Engineering Services Committee October 27, 2026**)
- 13.** Motion to **ratify** funding for safety services from Cintas through 2026.(**Approved by Engineering Services Committee October 27, 2026**)
- 14.** Motion to **approve** recommendation of award and Augusta Utilities Contract for Water Meter Test Equipment to Mars Company (RFP 26-151). One-time purchase to include an annual software and maintenance proposal for a total of five years. One time purchase is in the amount of \$458,901.00.(**Approved by Engineering Services Committee October 27, 2026**)
- 15.** **Motion to approve** Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.(**Approved by Engineering Services Committee October 27, 2026**)
- 16.** Motion to **approve** lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC. The bid award is for one year with the option to extend for four additional one year terms.(**Approved by Engineering Services Committee October 27, 2026**)
- 17.** Motion to **approve** supplement funding (SA1) for the AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of \$76,650.00 for completing platform implementation/ AE. (**Approved by Engineering Services Committee October 27, 2026**)

PUBLIC SAFETY

- 18.** Motion to **approve** acceptance of 2027 GOHS H.E.A.T. Grant with the Federal award amount of \$152,869.09 (**Approved by Public Safety Committee October 27, 2026**)
- 19.** Motion to **approve** the purchase of furniture, furnishings, and related equipment for the new Joint Operations Center from Indoff, Inc., through TIPS Cooperative Purchasing Contract #230301, in an amount not to exceed \$155,027.87. (**Approved by Public Safety Committee October 27, 2026**)
- 20.** Motion to **approve** acceptance of the awarded **\$50,000** Emergency Management Performance Grant (EMPG), to be used towards personnel and fringe benefits. (**Approved by Public Safety Committee October 27, 2026**)
- 21.** Motion to **approve** the purchase of one 2026 Pierce Saber pumper and associated equipment from Ten-8 Fire & Safety, LLC through the League of Oregon Cities cooperative purchasing contract, under the Whelen configuration of proposal 1441, for \$1,060,000; and authorize execution of the purchase documents in accordance with applicable purchasing requirements. (**Requested by the Augusta Fire Department**). (**Approved by Public Safety Committee October 27, 2026**)

PETITIONS AND COMMUNICATIONS

- 22.** Motion to **approve** the minutes of the October 20, 2026 Commission meeting minutes.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items ??-??)

PUBLIC SERVICES

- 23. Motion to approve the Second Amendment to the Consultant Services Agreement (RFQ 22-198) with Infrastructure Systems Management, LLC and to authorize the Mayor to execute all associated documents. The amendment is for the second of 2 one-year extension options. The requested funding for year 5 is \$1,360,305.00. This amount was included in the original Commission approval dated August 2, 2022. (25REC334)**

ENGINEERING SERVICES

- 24. Right-of-Way and Vacant Lot scheduling now and through department transition. (Requested by Commissioner Stacy Pulliam) (Forwarded to full Commission without recommendation)**

FINANCE

- 25. Motion to **approve** the Contribution Agreement between The Georgia Association of Conservation Districts and the Augusta-Richmond County Board of Commissioners. (Requested by Administration)**

LEGAL MEETING

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

OTHER BUSINESS

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

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

10/20/2026

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

Ashley Benton-Harold

Address *

2801 Washington Rd. ste107377 Augusta, Georgia 30909

Telephone Number *

2513964977

Fax Number**Email Address ***

bharold@bentonharoldlg.com

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

Request for Commission review of the September 15 and October 6, 2026 data center ordinance proceedings, verification and correction of the reported 11-0 versus 6-5 voting discrepancy, review of public participation and environmental oversight, and consideration of more accessible Commission meeting times.

I respectfully request an opportunity to address the Augusta-Richmond County Commission concerning the adoption of the 2026 Data Center Ordinance.

My presentation will focus on the following matters:

1. Verification of the September 15, 2026 voting record and the apparent discrepancy between the reported 6-5 vote and the 11-0 tally appearing in meeting records.
2. A request for a documented procedural review of the October 6 ordinance adoption.
3. Transparency regarding public notices, environmental safeguards, infrastructure demands, and pending data center development applications.
4. Consideration of an additional evening public hearing and alternative Commission meeting schedules that accommodate working residents and parents.
5. A request for written findings and placement of any necessary corrective measures before the Commission for consideration.

I request that this presentation be included on the Commission agenda and that any supporting documentation I submit be made part of the public meeting record.

I understand the regular deadline for the October 20 meeting has passed. I respectfully request consideration for late agenda placement if procedurally permissible. If that is not possible, please place this request on the November 3, 2026 Commission agenda and confirm receipt.

Respectfully,

[ashley benton-harold]

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

Meeting location:

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

Submission Date

10/15/2026 10:42 AM

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

11/3/2026

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

Zakiya Mabery

Address *

111 Thurloe Drive

Telephone Number *

703587758

Fax Number
Email Address *

Zakiya@theoniprject.net

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

The Center for Community Awareness & Public Engagement (C-CAPE)'s purpose.

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

Meeting location:

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

Submission Date

10/29/2026 8:55 AM

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

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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

11/3/2026

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

Joanna Nabholz

Address *

906 Papaya St.

Telephone Number *

4088597879

Fax Number
Email Address *

wlodawerj@gmail.com

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

I would like to address the proposed restrictions on short-term rentals in Augusta's residential neighborhoods and the potential economic impact on the city, local businesses, property owners, and tourism. My husband and I have invested significantly in renovating and improving multiple Augusta properties, with the long-term intention of retiring in the community. I plan to discuss the important role short-term rentals play in accommodating visitors throughout the year, not just during Masters Week, and how they support local cleaners, contractors, restaurants, and other businesses. While I absolutely recognize the need to address nuisance properties and protect residential neighborhoods, I would like to share concerns about broad restrictions that could negatively affect responsible operators and discuss alternative approaches that balance neighborhood quality of life with Augusta's economic interests.

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

Meeting location:

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

Submission Date

10/28/2026 10:30 PM



Agenda Item Request Form

Item E.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

11/3/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Rose Evans

Address *

2323 Washington Rd., Augusta, GA

Telephone Number *

706-339-6353

Fax Number

Email Address *

rose.evans@evansrealestategroup.com

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

I am a real estate agent here in Augusta. I am asking to speak about the short-term rental provisions in the draft Comprehensive Zoning Ordinance update and the harm I believe they would do to tourism in Augusta-Richmond County. Throughout the year — during Masters Week and well beyond it — visitors choose to stay in Augusta homes, and while they are here they eat in our restaurants, shop in our stores, attend our events, and return year after year. If Augusta pushes these visitors away with overly restrictive rules, they will simply stay in neighboring communities instead, and Augusta will lose their business, the lodging tax revenue they generate, and the local jobs that tourism supports. I support addressing problem properties, but I ask the Commission to consider the impact on tourism before adopting restrictions that would keep visitors — and their spending — out of Augusta neighborhoods.

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

Meeting location:

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

Submission Date

10/28/2026 10:19 PM

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
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Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

10/27/2026

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

Heather Dunaway

Address *

1301 Greene St. Augusta, GA 30901

Telephone Number *

706-826-4702

Fax Number
Email Address *
heather@augustaarts.com
Caption/Topic of Discussion to be placed on the Agenda: *

The Greater Augusta Arts Council and Public Art Advisory Panel wish to give a progress report/update of the Public Art Master Plan, commission approval is needed on the updated Public Art Advisory Panel Policy, commission approval also needed for the purchase of sculpture (voted on by the public and approved by the Public Art Advisory Panel) along the Augusta Sculpture Trail, as well as commission approval for an updated Memorandum of Understanding between the Greater Augusta Arts Council and the City of Augusta which re-confirms the Arts Council as the Public Art Agency for the City of Augusta.

If this needs to be stretched across several commission meetings, we are willing to do so.

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

Meeting location:

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

Submission Date

9/30/2026 1:51 PM



Public Services Committee Meeting

Meeting Date: October 27, 2026

RFP Item #26-905 — Waterpark Feasibility Study (Award Approval)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve award of RFP #26-905—Waterpark Feasibility Study to CPL Architects, Engineers and Landscape Architects, D.P.C, and to authorize the Mayor to execute all associated documents. The Contract is for the duration of the project scope in the amount of \$79,020.00 to complete the project scope.
Background:	Augusta, GA is seeking a responsible vendor to conduct a Waterpark Feasibility Study within the County. This requires special services to execute the SPLOST 8 Waterpark project.
Analysis:	Following the public solicitation and formal RFP process for #26-905 — Waterpark Feasibility Study, four (4) proposals were received and determined to be compliant with the solicitation requirements. Upon further review, vendor presentations were conducted that met the assessment criteria, along with the last and final offer. Proposals were evaluated with CPL, being the selected vendor. We reached an agreement with the vendor for the project scope. Based on the proposal results and available funding, CPL is recommended to be the selected vendor with the negotiated amount of \$79,020 to complete the project scope.
Financial Impact:	Funds are available in SPLOST 8 account for the project. CPL is recommended to be the selected vendor for an amount of \$79,020 to complete the project scope. SPLOST 8 (330-06-1110)
Alternatives:	A – Approve; B – Do not approve
Recommendation:	Approve Award of RFP #26-905—Waterpark Feasibility Study to CPL. It is recommended by the evaluation team to award this contract to CPL.
Funds are available in the following accounts:	Funds are available in SPLOST 8 account for the project. GL 330-06-1110; JL 226-06-8911
<u>REVIEWED AND APPROVED BY:</u>	N/A



STATE OF GEORGIA
AUGUSTA, GEORGIA

CONTRACT # _____

Contract For Professional Services

for the Provision of

Water Park Feasibility Study

ARTICLE #101 – INTRODUCTION

This Contract for Water Park Feasibility Study Services for the Augusta Recreational and Parks Department (hereinafter "Services") is made and entered into as of _____ (execution date) is by and between Augusta, Georgia (Hereinafter "Augusta", "CITY") located at 535 Telfair Street, Suite 605, Augusta GA 30901, and CPL Architects, Engineers and Landscape Architect, D.P.C. (P.C.) which is principally located at 3011 Sutton Gale Drive, Suite 130, Suwanee, GA 30024 (hereinafter "CONSULTANT").

WHEREAS CONSULTANT is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. CITY and CONSULTANT are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the CONSULTANT or any of its employees, agents, into a partner, employee, or agent of the CITY, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS CONSULTANT represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the CITY and the CITY has relied on such representation, and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the CONSULTANT to the CITY in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature and execution by both Parties; to include the RFP# 26-905, its Exhibits, and the Bidder's response., and

WHEREAS any documents, including bid advertisements, exhibits, attachments, plans, maps, or other, are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. CONSULTANT agrees to provide the Services to the CITY as detailed in the RFP #26-905 Document as SECTION III SCOPE OF SERVICES, and in the Letter of Engagement. Unapproved work outside the Scope of Services may not be compensated.
- B. CITY agrees to pay as compensation any fees listed under Compensation, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following people:

ISSUING OFFICER

Andy Penick, CPSM
 Director of Procurement
 Augusta, Georgia Government
 535 Telfair Street, Suite 605,
 Augusta, GA 30901
 Ph: (678) 684-2482
 Email: apenick@augustaga.gov

CITY PROJECT MANAGER

Tameka D. Williams
 Director
 Augusta Recreation & Parks
 2027 Lumpkin Road
 Augusta, GA 30906
 Office (706) 821-2400
tdwilliams@augustaga.gov

CONSULTANTS CONTACT INFORMATION

Contact Name(s): James L. Sipes, Project Manager, CPL
 Company Name: CPL Architects, Engineers and Landscape Architect, D.P.C..
 Physical Address: 3011 Sutton Gate Drive, Suite 130, Suwanee, GA 30024 missing address
 Phone(s): Mobile: (762) 383-4820, Office
 Direct: [678.684.2482](tel:678.684.2482)
 Email(s): JSipes@cplteam.com
 Remit to Address (if different): N/A

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The CITY reserves the right to select other CONSULTANTS to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the CONSULTANT fails to

perform.

ARTICLE #105 – CONTRACT TERM

Consultant will commence performance no later than 30 days after the execution of this Contract. Consultant will complete performance of the Contract within 180 days after the Commencement Date.

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1. Project Management and Engagement Plan						
Task 2. Community Engagement						
Task 2.1. Community Survey						
Task 2.2. Focus Groups (2) with Officials and Stakeholders						
Task 2.3. Public Community Meetings and Workshops (3)						
Task 3. Site Analysis — What Do You Have?						
Task 4. Concept Development						
Task 5. Financial Modeling and Implementation Planning — Can It Work?						
Task 6. Final Feasibility Report and Presentation						
Task 6.3. Final Presentation to the Augusta-Richmond County Commission.						

ARTICLE # 106 - COMPENSATION:

- A. The CITY will pay the CONSULTANT for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Waterpark Feasibility Study Request for Clarification For Fee Proposal, dated 07/30/2026 and show below, for the total sum not to exceed; **Seventy-Nine Thousand Twenty Dollars and 00/100 (\$79,020.00)**, which is incorporated into this Contract as if fully set forth herein, for services outlined below.

SCOPE OF SERVICES - CLARIFICATION FOR FEE PROPOSAL		
Task	Description	Fee Proposal
A	Market & Demand	\$ 3,780
B	Site Analysis	\$ 9,833
C	Concept Development	\$ 21,831
D	Financial Analysis	\$ 9,753

E	Reserved (Community Engagement)	\$ 14,380
F	Risk Analysis	\$ 2,300
G	Implementation Plan	\$ 3,130
H	Reserved (Illustrations	\$ 1,233
I	Final Deliverables	\$ 12,780

- B. **Payments will be made monthly, in arrears, in the sum of \$13,170,** to the CONSULTANT after acceptance of the CONSULTANT's delivered Services by the CITY, and after receiving receipt of undisputed invoices to the CITY.
- C. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- D. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- E. It is understood that this bid or proposal is made without collusion or fraud. CONSULTANT understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

- A. In the event that Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.
- B. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:
 - 1. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the CONSULTANT. If the Services to be provided to the CITY are interrupted by a force majeure event, as defined below, the CITY will grant an equitable extension of all affected Contract deadlines and completion dates for the period of delay attributable to the Force Majeure Event. If delay results from a third-party's negligent conduct or failure to perform, the CONSULTANT shall not be excused from compliance with the terms and obligations of the Contract.
 - 2. Neither Party shall be held liable or responsible to the other Party nor

be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs because of force majeure.

3. Omitted Reserved
4. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

ARTICLE #108 – TERMINATION PROVISIONS

The CITY may terminate this Contract by providing thirty (30) days' written Notice-of-Termination to the CONSULTANT at any time. Should the CITY terminate this Contract prior to the date of automatic termination, CONSULTANT shall provide the CITY with all deliverables up to the date of termination thirty (30) days after the Notice-of-Termination is issued. The CITY shall pay the CONSULTANT for all work properly performed in compliance with the terms of this Contract up to the date of termination. In the event the City reuses or modifies the deliverables without retaining the Consultant and its consultant(s), the Consultant and its consultant(s) shall not be responsible or liable for any claims, damages, or losses arising solely from such reuse or modification.

- A. **Termination for Convenience.** Following thirty (30) days' written notice, the CITY may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the CONSULTANT.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the CITY to declare the CONSULTANT in default of its obligations under the Contract:
 1. The CONSULTANT fails to deliver or has delivered nonconforming Services or fails to perform, to the CITY's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the CONSULTANT.
 2. The CITY determines that CONSULTANT's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The CONSULTANT fails to make substantial and timely progress toward performance of the Contract.
 4. The CONSULTANT becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the CONSULTANT terminates

or suspends its business; or the CITY reasonably believes that the CONSULTANT has become insolvent or unable to pay its obligations as they accrue consistently with applicable federal or state law.

5. The CONSULTANT has failed to comply with applicable federal, state, and local laws, rules, CITY ordinances, regulations, and orders when performing within the scope of the Contract.
6. The CONSULTANT has engaged in conduct that materially and adversely exposed the CITY or the State to actual or reasonably anticipated liability.
7. The City's material breach of the terms of the Contract by the CITY upon CITY's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C below constitutes cause for the CONSULTANT to declare that the CITY is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice-of-Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice-of-Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the CONSULTANT, the CITY may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting CONSULTANT; and,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the CITY determines that adequate funds are de-appropriated such that the CITY cannot fulfill its obligations under the Contract, such determination being at the CITY's sole discretion and conclusive. CITY agrees to provide prompt written notice to CONSULTANT in the event of any de-appropriation.

E. **Termination due to Failure of CONSULTANT to Act.** The CITY may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the CONSULTANT must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The CITY determines that the actions, or failure to act, of the CONSULTANT, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.

3. The CONSULTANT furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by CITY, the CITY shall pay only those amounts, if any, due and owing to the CONSULTANT for Services actually received and accepted by the CITY up to and including the date of termination of the Contract and for which the CITY is obligated to pay pursuant to the Contract.
- G. **CONSULTANT's Termination Duties.** Upon receipt of a Notice of Termination, the CONSULTANT shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the CITY may require, unless the City has been declared in default of its obligations under the Contract. What constitutes default by City?
 2. Immediately cease to use and return to the CITY any personal property or materials, whether tangible or intangible, provided by the CITY to the CONSULTANT.
 3. Comply with the CITY's instructions for the timely transfer of any active files and work product produced by the CONSULTANT under the Contract, unless the City has been declared in default of its obligations under the Contract.
 4. Cooperate in good faith with the CITY, its employees, agents, and CONSULTANTS during the transition period between the Notification of Termination and the substitution of any replacement CONSULTANT, unless the City has been declared in default of its obligations under the Contract.
 5. CONSULTANT is to immediately return any payments made by the CITY for goods and services that were not delivered by the CONSULTANT.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY CITY

The Parties agree that the CITY shall not be responsible for defending or indemnifying any CONSULTANT from any claim brought by any third party against the CONSULTANT.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONSULTANT

The CONSULTANT shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the CITY.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the CONSULTANT under

the Contract shall also apply to third parties, if allowed in writing by the CITY. Any Contract with a third-party must also preserve the rights of the CITY.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the CITY shall be made open to public inspection unless otherwise provided by law.

B. Record Retention and Access. The CONSULTANT shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the CITY throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The CITY shall not be bound by any terms and conditions included in any CONSULTANT's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONSULTANT AND CITY RIGHTS AND OBLIGATIONS

- A. The CITY has the right at any time to require the CONSULTANT to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the CITY to be hazardous or toxic to people, buildings, or surfaces. The CONSULTANT will utilize acceptable substitutes approved by the CITY as quickly as possible. In the event of such replacement, CONSULTANT shall (1) notify CITY of any resulting replacement, (2) introduce the individual serving as the replacement to CITY, and/or (3) provide CITY with a résumé and any other information regarding the individual that may be reasonably requested by CITY.
- B. The CITY has the right to require the CONSULTANT to reassign or remove any employee from the premises temporarily or permanently when, in the CITY's sole opinion, the employee is not suitable. The CITY's decision shall be final, and CONSULTANT will remove the employees immediately and replace them with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the CITY's approval.
- C. CONSULTANT agrees to obtain prior written approval from the CITY for the use of sub-CONSULTANT(s) to provide the Services described in Scope of Services prior to sub-CONSULTANT(s) performance of work. CONSULTANT agrees to supply the CITY with a copy of any contract it enters into with any sub-CONSULTANT. Such non-disclosure of sub-CONSULTANTS may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS (If required)

The CONSULTANT must procure and maintain insurance policies at the CONSULTANT's own expense and must furnish the CITY with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Augusta, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Augusta, Georgia its Board of Commission, officers, employees, servants, and agents, located at 535 Telfair Street, Augusta, GA 30901". The policy must protect the CONSULTANT and the CITY (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The CONSULTANT must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the CONSULTANT pursuant to this Contract:

Workers' Compensation Insurance:

\$1,000,000 Bodily Injury by Each Accident

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Augusta, Georgia Board of Commission, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the

Named Insured for Augusta, Georgia. This provision applies regardless of whether or not Augusta, Georgia has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

A. \$1,000,000 Each Occurrence

B. \$2,000,000 General Aggregate

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

\$1,000,000 Combined Single Limit

Additional Provisions:

A. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

B. Coverage shall be included for any owned, leased, hired, or non-owned autos.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

A. \$1,000,000 Each Claim/Wrongful Act

B. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The CONSULTANT represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the CONSULTANT in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The CONSULTANT warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified CITY Owned Equipment and Vehicles listed herein, CONSULTANT warrants that no CONSULTANT employees, sub-CONSULTANTS or others will not use CITY owned vehicles or equipment in the performance of this Contract without express written consent. CONSULTANT shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The CONSULTANT agrees it will not use the name or any intellectual property, including but not limited to, CITY trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the CITY.

ARTICLE #121 – CONTRACT AMENDMENTS AND MODIFICATION

- A. This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.
- B. CONSULTANT acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, CONSULTANT is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of CONSULTANT's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the CONSULTANT may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CONSULTANT agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the CONSULTANT provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CONSULTANT. CONSULTANT assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE #122 – CITY PAYMENT TO CONSULTANT

- A. Upon Contract execution, the CITY will issue a LETTER OF ENGAGEMENT and a Purchase Order ("PO") to the CONSULTANT. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The CITY will issue the LETTER OF ENGAGEMENT and PO(s) by electronic mail (e-mail) to the CONSULTANT's representative in ARTICLE #103 – NOTICES.
- B. The CONSULTANT shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the CITY. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a Notice-to-Proceed (NTP) will not be considered for payment. CONSULTANTS are not to begin work or ship any product on any verbal communication from the CITY. The CITY will not be liable for payment for any work or product with the issuance of a verbal communication.

- C. The Scope of Services shall remain in effect from the ENGAGEMENT LETTER date to substantial completion of the project. The Parties agree that the CITY will not pay or otherwise compensate the CONSULTANT for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or otherwise authorized by the CITY.
- D. Invoice/Payment
1. CONSULTANT shall invoice the CITY via email each month sent solely to Accounts Payable at 535 Telfair Street, , Augusta, GA 30901 and only after the CITY inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the CONSULTANT's pricing set forth in Fee Proposal).
 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the CONSULTANT's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
 3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The CITY does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
 4. The CONSULTANT shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
 5. CONSULTANT must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
 6. If monthly progress payments are agreed upon, then CITY will make such payments upon inspection of services completed by the CITY's Project Manager. Additionally, the CITY may employ Engineers of Record.
- E. Unsatisfactory Performance/Delay of Payment
- If the CITY determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the CITY's Project Manager identified in ARTICLE #103 – NOTICES shall issue a written Notice-to-Cure to CONSULTANT. CONSULTANT agrees that upon receipt of the written Notice-to-Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the CONSULTANT fails to timely correct the deficiency(ies), the CITY reserves the right to delay or deny payment pursuant to this ARTICLE or terminate the Contract pursuant to ARTICLE #108 – TERMINATION PROVISIONS.
- F. Delay of Payment Due to CONSULTANT's Failure. If the CITY determines that the CONSULTANT has failed to perform or deliver any Services as required by the Contract, the CONSULTANT shall not be entitled to any

compensation for disputed amounts under the Contract until such Services are delivered and accepted. In this event, the CITY may withhold that portion of the CONSULTANT's compensation, which represents payment for Services that were not delivered. To the extent that the CONSULTANT's failure to perform or deliver in a timely manner causes the CITY to incur actual documented costs, the CITY may deduct the amount of such costs incurred from any amount payable to CONSULTANT. The CITY's authority to deduct such incurred costs shall not in any way affect the CITY's authority to terminate the Contract.

- G. Set-Off Against Sums Owed by the CONSULTANT. If the CONSULTANT owes the CITY any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the CITY shall pay all undisputed amounts when due, and any setoff shall be limited to the amount reasonably supported by documentation.
- H. Final Payment. CONSULTANT shall issue an invoice for final payment to the CITY no later than thirty (30) days following the expiration or termination date of the Contract.
- I. The CONSULTANT shall not factor or assign payments to another entity or a financial institution. The CITY will only pay the Party with whom it is contracted. The CITY will not pay for a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required) **NOT REQUIRED FOR PROFESSIONAL SERVICES.**

ARTICLE #124 – RETAINAGE – NOT REQUIRED FOR THIS PROJECT.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Augusta, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

CONSULTANT hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the CITY of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- A. By signing this Contract, the CONSULTANT certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and

Control Act of 1986.

- B. CONSULTANT will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- C. CONSULTANT further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as Exhibit E – E-Verify Affidavit), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the CONSULTANT's response, the order of precedence shall be as follows:

- A. Any amendments to the Contract, including all exhibits thereto.
- B. The Contract itself, including all exhibits thereto.
- C. Attachments appended to the Contract.
- D. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below are made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The CITY is exempt from State of Georgia Local Sales and Use Tax. The Consultant understands and acknowledges that they are responsible for any sales and use tax they may incur. The Consultant will not charge the CITY for any sales and use tax as a separate line item. The CONSULTANT may request a copy of the CITY's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless CITY of Augusta Government, CITY Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense.

This includes attorney fees because of any liability imposed by law upon the CITY, except in cases of the CITY's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The CITY shall not be bound by any terms and conditions included in any CONSULTANT quote, packaging, invoice, catalog, brochure, technical data

sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein. In all cases the CITY's Terms and Conditions shall govern and supersede any CONSULTANT's Terms and Conditions.

ARTICLE #133 – NON-DISCRIMINATION

During the performance of this Contract, the CONSULTANT agrees as follows:

1. **Equal Opportunity.** The CONSULTANT shall not discriminate against any employee, applicant for employment, subconsultant, vendor, or participant in the performance of this Contract on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.
2. **Employment Practices.** The CONSULTANT shall ensure that all employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.
3. **Access to Programs and Services.** In performing this Contract, the CONSULTANT shall provide services and benefits in a manner that does not unlawfully discriminate against any person and shall comply with all applicable provisions of:
 - a. Title VI of the Civil Rights Act of 1964;
 - b. Title VII of the Civil Rights Act of 1964;
 - c. The Americans with Disabilities Act of 1990 (ADA), as amended;
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. The Age Discrimination Act of 1975;
 - f. Any other applicable federal, state, and local nondiscrimination laws and regulations.
4. **Subconsultants.** The CONSULTANT shall include this non-discrimination provision in every subcontract and purchase order entered into under this Contract and shall require compliance by all subconsultants and CONSULTANTS.
5. **Compliance and Remedies.** Failure to comply with this provision shall constitute a material breach of the Contract and may result in suspension, termination, withholding of payment, or such other remedies as may be authorized by law or by the terms of the Contract.

The CONSULTANT shall comply with all applicable civil rights requirements and shall not retaliate against any individual for exercising rights protected under federal, state, or local anti-discrimination laws or for participating in any investigation or proceeding concerning alleged discrimination.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Augusta-Richmond CITY, GA Official Code

- of Ordinances, Guidelines & Procedures, Chapter 10 (as amended).
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Augusta, the latter will govern.
 3. The terms and conditions set forth herein shall supersede and govern all CONSULTANT's terms and conditions or service level agreements.
 4. The CITY retains the right to "red line" sections of the CONSULTANT's terms and conditions if such are in conflict with the best interest of the CITY.
 5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the CONSULTANT's full and complete acceptance of the CITY's terms and conditions.
 6. The terms "CONSULTANT", "CONSULTANT", "bidder", "offeror", "CONSULTANT", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "CONSULTANT" for goods and "CONSULTANT" for services.
 7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
 9. The CONSULTANT shall transfer and deliver all goods or services described by the respective PO for the consideration set forth herein.
 10. The CONSULTANT shall only deliver goods and services as described in the respective PO and within the Scope of Work and the CONSULTANT's bid response.
 11. The CITY holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
 12. The CONSULTANT shall not construe any verbal consent to purchase goods or services as valid.
 13. The CITY does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
 14. The CITY does not accept automatic contract renewals except for monthly subscription services.
 15. In all cases, the jurisdiction shall be the State of Georgia, Augusta, GA, for arbitration or other legalities.
 16. CONSULTANT agrees not to assign, in full or in part, this Contract to another party without the CITY's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.

17. The CITY is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
18. All media production, recordings, videos, photography, artwork, plates, embroidery tape, silk screen, engravings, and other printed or digital media materials paid for in full by the CITY are considered CITY property and shall be delivered to the CITY upon request.
19. The CONSULTANT may be suspended, terminated, or debarred if it is determined that the CONSULTANT has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the CONSULTANT certifies that it and its sub-CONSULTANTS have not been debarred, suspended, or declared ineligible by any agency of the CITY, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
20. The CONSULTANT certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the CITY.
21. The CITY does not pay late fees nor interest charges.

ARTICLE # 135 All claims, disputes, and other matters in question between the City and Consultant arising out of or relating to the Agreement, or the breach thereof, shall be decided in the appropriate state or federal court located in Augusta, Georgia. Consultant, by executing this Agreement, specifically consents to venue in Augusta and waives any right to contest such venue.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. CONSULTANTS must print their company's full legal company name below as it appears on their W-9 form.

CONSULTANT's Full Legal Name:

Owner:

AUGUSTA, GEORGIA

By: _____

By: _____

Print Name: _____

Garnett L. Johnson
Mayor, Augusta, Georgia

Title: _____

Date: _____

Date: _____

Sworn to and subscribed before me this

Attestation: _____

_____ Day of _____, 202__.

Clerk of Commission

Notary Public: _____

Notary commission expires: _____

[Affix Locus Sigilli – Seal or Stamp]

Request for Proposal

Sealed proposal will be received at this office until **Tuesday, June 16, 2026 @ 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and virtually via Teams: Meeting ID: 272 363 341 270 555; Passcode: JP2R8Tf7 for furnishing:

RFP #26-905 Water Park Feasibility Study for Augusta-Richmond County (herein "Augusta"), Augusta Recreation and Parks Department

No proposals will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<https://www.augustaga.gov/681/ARCBid>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry website located at (<https://ssl.doas.state.ga.us/gpr/index>). Bidders must mark the RFP number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

Mandatory pre-qualification/proposal conference will be held on **Monday, June 1, 2026 @ 2:00 p.m.** in the Procurement Department located at 535 Telfair Street, Suite 605; Augusta, GA 30901 and virtually via Teams; Meeting ID: 278 793 681 718 590; Passcode: DB2kb3RC.

All request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Tuesday, June 2, 2026 @ 5:00 P.M.**

Questions, request for clarifications or interpretations regarding this proposal must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Ms. Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

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

No proposals will be accepted by email; all proposal must be received by mail or hand delivered.

Publish:

Augusta Chronicle May 18, 21, 28, 2026



RFP Opening: RFP Item #26-905 Water Park Feasibility Study Services
for Augusta, GA - Recreation and Parks Department
RFP Due Date: Tuesday, June 16, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 356
Georgia Procurement Registry: 2698
Pre-Bid Conference Attendees: 27
Total Packages Submitted: 4
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal
Counsellman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131	Yes	Yes	1628250	Yes	Yes	Yes
CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024	Yes	Yes	2014857	Yes	Yes	Yes
DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308	Yes	Yes	841085729	Yes	Yes	Yes
Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107	Yes	Yes	2169406	Yes	Yes	Yes

<div><div>RFP Item #25-905 Water Park Feasibility Study for Augusta,GA – Parks and Recreation Department Evaluation Date: Thursday, July 2, 2026 at 3:00 p.m.</div></div>																				
Vendors			Counsllman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131		CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024		DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308		Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107		Counsllman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131		CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024		DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308		Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107			
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)									Weighted Scores								
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)																
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS		
2. Qualifications & Experience		(0-5)	20	4.2	4.6	4.8	4.8	83.8	91.3	95.0	96.3									
3. Organization & Approach		(0-5)	15	3.9	4.7	4.7	4.3	58.8	70.0	70.0	65.0									
4. Scope of Services: •Demographic study: Population, income levels, tourism trends in the area •Community outreach: What is public interest and expectations •Competitor analysis: Existing parks within driving distance •Visitor projections: Estimate annual attendance.		(0-5)	15	3.9	4.7	4.7	4.1	58.8	70.0	70.0	61.2									
5. Schedule of Work		(0-5)	5	4.5	4.8	3.8	3.3	22.5	23.8	18.8	16.3									
6. Financial Stability		(0-5)	5	4.5	4.5	3.5	2.5	22.5	22.5	17.5	12.5									
7. References		(0-5)	5	4.3	5.0	4.5	4.0	21.3	25.0	22.5	20.0									
7. Proximity to Area - enter the point value for the one line only) Non-Weighted												Cost/Fee Proposal Consideration								
Within Richmond County		50						0.0	0.0	0.0	0.0									
Within CSRA		30						0.0	0.0	0.0	0.0									
Within Georgia		20		20.0	20.0			0.0	20.0	20.0	0.0									
Within SE		10		10.0			10.0	10.0	0.0	0.0	10.0									
All Others		5						0.0	0.0	0.0	0.0									
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			35.3	48.1	45.8	33.0	277.5	322.5	313.8	281.2										
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		3.4	4.5		0.0	33.8	45.0	0.0									
9. Q&A Response to Panel Questions		(0-5)	5		3.8	4.6		0.0	18.8	23.1	0.0									
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-Weighted																				
Lowest Fees		50		50.0				0.0	50.0	0.0	0.0									
Second		30			30.0			0.0	0.0	30.0	0.0									
Third		20						0.0	0.0	0.0	0.0									
Forth		10						0.0	0.0	0.0	0.0									
Fifth		5						0.0	0.0	0.0	0.0									
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			0.0	57.1	39.1	0.0	0.0	102.5	98.1	0.0										
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																				
Total Cumulative Score (Maximum point is 500)			35.3	105.3	85.0	33.0	277.5	425.0	411.9	281.2										
Internal Use Only																				
Evaluator: Cumulative Date: Phase I 7/6/26 Phase II 7/23/26																				
Procurement DepartmentRepresentative:_____Nancy Williams_____																				
Procurement Department Completion Date: Phase I 7/6/26 Phase II 7/23/26																				

August 14, 2026

Andy Penick
Director of Procurement
535 Telfair Street, Suite 605
Augusta, Georgia 30901

RE: RFP 26-905 — Waterpark Feasibility Study

Dear Mr. Penick,

After careful review and scoring of the proposals submitted and vendor presentations for RFP Item #26-905 — Waterpark Feasibility Study, CPL met the assessment criteria and was determined to be the next responsive bidder. Therefore, our evaluation team recommends entering contract negotiations with CPL.

Please schedule a meeting with the vendor at your earliest convenience to begin negotiations. If you have any questions or require additional information, please contact me at 706-796-4088.

Sincerely,



Tameka D. Williams, CPRP, CYSA
Director—Augusta Recreation & Parks

WATER TECHNOLOGY, INC.
100 PARK AVENUE
BEAVER DAM, WI 53916

COUNSILMAN-HUNSAKER
12851 MANCHESTER ROAD
SUITE 120
ST. LOUIS, MO 63131

BALLARD*KING & ASSOCIATES
9457 S. UNIVERSITY BLVD. #335
HIGHLANDS RANCH, CO 80126

PROS CONSULTING
35 WHITTINGTON DRIVE, SUITE 300
BROWNSBURG, IN 46112

HOTEL & LEISURE ADVISORS
14805 DETROIT AVE., SUITE 420
LAKEWOOD, OH 44107

LEISURE BUSINESS ADVISORS LLC
2010 PRINCESS ANNE AVENUE
RICHMOND, VA 23223

INTERNATIONAL THEME PARK
SERVICES, INC.
2200 VICTORY PARKWAY, SUITE 500A
CINCINNATI, OH 45206

HUNDEN PARTNERS
213 W. INSTITUTE PLACE, SUITE 707
CHICAGO, IL 60610

PARK PROS
2618 SAN MIGUEL DRIVE,
SUITE 446
NEWPORT BEACH, CA 92660

WHITEWATER
180-6651 FRASERWOOD PLACE
RICHMOND, BC V6W 1J3, CANADA

YOLANDA JACKSON
COMPLIANCE

TAMEKA WILLIAMS
CENTRAL SERVICES

RON LAMPKIN
ADMINISTRATION

RFP ITEM #26-905
WATER PARK FEASIBILITY STUDY
FOR RECREATION AND PARKS
DEPARTMENT
MAILED: MON., 5/18/26

RFP ITEM #26-905
WATER PARK FEASIBILITY STUDY
FOR RECREATION AND PARKS
DEPARTMENT
RFP DUE: TUES., 06/16/26 @ 11A.M

Planholders

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

Supplier (8)

Supplier 

Download Date

Ballard King & Associates, Ltd.	05/20/2026
BusinessFlare	06/08/2026
DCCM Infrastructure, Inc.	05/18/2026
Dodge Data	05/18/2026
Gulfside Services	06/11/2026
Onvia, Inc. - Content Department	05/18/2026
Thomas & Hutton Engineering Co.	05/18/2026
Watson & Yates, LLC	05/18/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Ballard King & Associates, Ltd.
Contact Name	Jenny Caron
Address	9457 University Blvd #335 , Littleton, CO 80126
Email	jenny@ballardking.com
Phone Number	(30-3) -470-8661

[Remove](#)

Documents

Filename	Type	Action
26-905_RFP	Bid Document / Specifications	View History

GA@WORK
Procurement

GEORGIA PROCUREMENT REGISTRY

WELCOME KUNY WILLIAMS | AUGUSTA, CITY OF
ARCHITECTURAL FIRM BUYER

1 About Sourcing Event

2 Estimated Value

3 Conference Information

4 NCP Codes & Suppliers

5 Supporting Documents

6 My Profile

Event ID: PG-21258-MOINT-2025-000000467 (Water Park Feasibility Study Services)

4 pages of (collapsed)

NCP Code 1

Description 1

95944 Planning, Urban, Community, Regional, Area-wide, etc. Item

91852 Consulting Services (Not Otherwise Classified)

91448 Feasibility Studies, Consulting

51892 Urban Planning Consulting

Supplier Name 1

894305 FIRST DATA GOVERNMENT SOLUTIONS LP

894303 JOHNSON CONTROLS INC

894384 IBM CORPORATION

894413 UNIFIED TECHNOLOGY SYSTEMS INC

894471 DEWALT LLC

When the event is posted, all suppliers listed below with a valid email address will be invited to participate in this event

Suppliers listed by NCP Codes

Additional Suppliers

1029 invites displayed

GFPR Buyer Portal

Management

Manage My Profile

Manage My Projects

Manage My Suppliers

View My Profile

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My Suppliers

My Settings

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Public Services Committee

Meeting Date: October 27, 2026

Motion to approve the Assignment of Current MOU

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the assignment of Aiken-Augusta Swim League (ASL) to Peachtree Aquatics, Inc. (Peachtree) under the current Memorandum of Understanding (MOU) between Aiken-Augusta Swim League (ASL) and Augusta, GA.
Background:	ASL is a non-profit organization that has operated competitive swim teams in the Augusta/Aiken area since 1969 and the program have grown substantially over the years. Peachtree is a non-profit organization, in conjunction with their for-profit tier, Chattahoochee Gold Swim Team, Inc. that operates one of the largest USA Swimming competitive swim programs in the state of Georgia. Currently, ASL has an MOU with Augusta Georgia, which was last executed December 16, 2025.
Analysis:	The MOU describes the goals and anticipated benefits of the transition. The purposed of the transition is to combine resources with both parties. Peachtree is expected to assume primary responsibility for the day-to-day operation of the competitive swim program in Augusta and Aiken, as a replacement for ASL. The parties intend to make the transition as smooth as possible so that swimmers and families can focus on swimming rather than the administrative demands of operating a growing team.
Financial Impact:	N/A
Alternatives:	<ol style="list-style-type: none"> 1. To approve the operational transition MOU. 2. To not approve the operational transition MOU.
Recommendation:	Motion to approve the assignment of Aiken-Augusta Swim League to Peachtree Aquatics, Inc. under the current MOU between Aiken-Augusta Swim League and Augusta, GA.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

MEMORANDUM OF UNDERSTANDING

ASL–Peachtree Aquatics Transition

This Memorandum of Understanding (“MOU”) describes the shared understanding, goals, and expectations of **Aiken-Augusta Swim League, Inc. (“ASL”)** and **Peachtree Aquatics, Inc. (“Peachtree”)** regarding the transition of the competitive swim program currently operated by ASL in the Augusta/Aiken area to Peachtree Aquatics.

This MOU is intended to describe the goals and anticipated benefits of the transition. It is not intended to be a purchase/merger agreement or binding legal contract between ASL and Peachtree Aquatics.

1. Purpose of the Transition

ASL has operated a competitive swim team in the Augusta/Aiken area since 1969, providing generations of swimmers and families with opportunities to learn, train, compete, and build a strong swimming community in the CSRA.

Over the past several years, the program has grown substantially in size and complexity. As the program has grown, the demands on ASL’s all-volunteer, parent-run structure have also increased significantly.

ASL’s Board of Directors and membership believe that the program can benefit from a larger organizational structure with professional administrative support, coaching resources, and established systems for operating a competitive swim team.

Peachtree Aquatics operates one of the largest USA Swimming competitive swim programs in the state of Georgia with professional coaching and administrative staff, experience operating multiple swim sites, and established infrastructure and resources.

The purpose of the transition is to combine those resources with the strong local program, relationships, history, and culture developed by ASL.

2. Benefits to ASL Swimmers and Families

The transition is intended to provide current and future ASL swimmers and families with access to the resources of a larger, professionally managed swim organization while maintaining a strong local swimming presence.

The anticipated benefits include:

- Professional, full-time administrative support;
- Greater ability to recruit and retain qualified coaches through the improved salaries and benefits available through a larger team structure;
- Continued local practices and competitive opportunities;

- Established systems for registration, communication, billing, meet management, and team administration;
- Access to Peachtree Aquatics' sponsorships, business relationships, partnerships, and potential product discounts;
- Opportunities to participate in a larger swimming organization while continuing to train and compete in the Augusta/Aiken area; and

The Parties intend to make the transition as smooth as possible so that swimmers and families can focus on swimming rather than the administrative demands of operating a growing team.

The transition is an operational transition, not a sale of ASL. ASL will remain a separate organization and will retain its own corporate existence, assets, financial resources, historical records, branding, and other property with the mission of promoting and supporting the sport of swimming in the Augusta area.

3. Benefits to Peachtree Aquatics

The transition provides Peachtree Aquatics with an opportunity to establish a presence in Augusta and Aiken and to build on the accomplishments of ASL for the betterment of the swimming community in Georgia.

Peachtree Aquatics will benefit from:

- An established competitive swim program and local presence;
- Relationships developed by ASL with swimmers, families, volunteers, coaches, and the community;
- The experience and knowledge developed through ASL's program;
- An opportunity to evaluate and incorporate successful elements of ASL's program into Peachtree Aquatics' broader organization.
- Infusing the Peachtree Aquatics program with the positive cultural characteristics ASL has developed over the years including team spirit, volunteerism; sportsmanship; family involvement; and passion for swimming.

Peachtree Aquatics particularly recognizes ASL's experience in running programs for both committed year-round competitive swimmers (Travel Squad) and swimmers who participate on a seasonal basis (Local Racing Squad). Peachtree Aquatics intends to evaluate that approach and determine whether elements of it may be useful within the broader Peachtree Aquatics organization.

5. Transition of Operations

Following the transition, Peachtree Aquatics is expected to assume primary responsibility for the day-to-day operation of the competitive swim program in Augusta and Aiken.

This includes the normal responsibilities associated with operating a competitive swim team, such as coaching and staffing; practice and training schedules; USA Swimming registration and requirements; swim meets and competitions; team administration and operating expenses; insurance and compliance; and relationships concerning use of the Augusta Aquatic Center.

Peachtree Aquatics intends to use its existing administrative and coaching resources to support the Augusta/Aiken program.

6. ASL Member Consideration and Approval

Prior to establishing this MOU, the proposed transfer of operation of the ASL Swim Team to Peachtree Aquatics was discussed first with the ASL Board of Directors and then brought forward to and discussed with the families of ASL members. A general membership vote was subsequently conducted electronically. The vote received responses representing 70.45% of ASL Travel Squad families, and 96.7% of responding families voted in favor of the proposed transfer of the competitive swim team operations to Peachtree Aquatics.

7. Facility MOU and Effective Transition Date

The transition is dependent on obtaining the necessary approval from the City of Augusta concerning the existing Memorandum of Understanding between ASL and Augusta governing use of the Augusta Aquatic Center. Both organizations recognize that the City and the existing Aquatic Center MOU control the facility arrangement and that any transfer of this MOU must be approved by the City.

ASL and Peachtree Aquatics intend to work cooperatively with the City to obtain the necessary approval and complete the transfer of this agreement to Peachtree Aquatics, giving them the right to operate the program at the facility.

The Parties intend for the operational transition to occur only after the necessary City approvals and organizational approvals have been completed.

8. ASL Assets, Historical Records and Future State

The transition of operations does not mean that ASL's property or assets are being transferred to Peachtree Aquatics. ASL will remain a separate corporate entity and retain its assets and historical records. ASL intends to provide Peachtree Aquatics with appropriate historical information and local knowledge necessary to establish the Peachtree Aquatics - Aiken/Augusta site.

ASL plans to continue operating as a volunteer, parent-led charitable organization and will remain actively involved in the local swimming community.

ASL plans to assist Peachtree Aquatics with hosting and supporting local USA Swimming sanctioned competitions, while also focusing on growing swimming opportunities throughout the

CSRA. One of our goals is to help strengthen the summer swim program, particularly by encouraging and assisting with the development of additional local summer swim teams and creating more opportunities for children in Richmond County and surrounding communities to participate.

ASL can also continue supporting local meets, swim clinics, community events, and other initiatives that introduce more children to the sport and help make swimming more accessible throughout the area. ASL will also continue to run the Fred Lamback Memorial Para Swimming Open, which we have partnered with the Augusta Parks and Recreation Department (APRD) to host at the Augusta Aquatic Center in October 2026.

ASL will also work to provide financial assistance for swim team dues, swim meet entries, swim lessons, and other swimming related opportunities for local families in need. This will likely involve partnership with APRD to provide scholarships for disadvantaged youth to participate in the APRD swim lesson program.

Lastly, ASL will remain as a primary support for training officials and leaders in the region for USA Swimming, GHSA, GISA, the CSRA Summer Swim League and equipment procurement and rentals for these organizations.

By transferring the day-to-day operational burdens of running a large and complex competitive swim team, ASL will be able to focus on swim-centric charitable initiatives. ASL will use its experience, community relationships, and resources to get more kids in the water, help them learn to swim, and give more children the opportunity to discover and participate in the sport of swimming.

9. Peachtree Aquatics Dues and Financial Aid Continuity

In order to prevent disruption of swim team participation for any Augusta/Aiken area families, Peachtree Aquatics agrees to maintain the current swim team dues and fees structure previously employed by ASL at least through the 2026-27 season, which ends on 7/31/27. After this point, reasonable dues/fee adjustments may be made to accommodate cost increases for rent, coaching salaries, etc. These changes would be expected for proper program stewardship regardless of who is administering the competitive swim team.

In addition, Peachtree Aquatics will honor all financial aid agreements and the "Outreach Membership Policy" currently in place with ASL, to preserve the ability of youth from families in need to continue their participation in competitive swimming.

10. Vision and Shared Goal for the Future

The transition is based on a shared vision that competitive swimming in the Augusta/Aiken area can continue to grow by combining the strengths of both organizations.

The shared goal is strengthening a growing and sustainable competitive swimming program that serves the Augusta/Aiken community and provides swimmers with opportunities to develop their character, compete with integrity, and enjoy the sport for years to come.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

AIKEN-AUGUSTA SWIM LEAGUE, INC.

By: Amy Jost

Amy Jost

Title: **Board President**

Date: 13/10/2026

PEACHTREE AQUATICS, INC.

By: Mike Wardwell

Mike Wardwell

Title: **President**

Date: 13/10/2026

Signature: Amy Jost
Amy Jost (Oct 13, 2026 19:32:19 EDT)
Email: president@swim-asl.com

Signature: Mike Wardwell
Mike Wardwell (Oct 13, 2026 18:47:36 EDT)
Email: headcoach@pacswimming.org

**MEMORANDUM OF UNDERSTANDING BETWEEN
AIKEN-AUGUSTA SWIM LEAGUE
AND
AUGUSTA, GEORGIA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 16th day of December, 2025, by and between AUGUSTA, GEORGIA ("Augusta"), a political subdivision of the State of Georgia and the Aiken-Augusta Swim League ("ASL"), known collective as the "Parties," and clarifies the roles and responsibilities of the Parties regarding the use of the Augusta Aquatic Center.

WHEREAS, Augusta and ASL deem that it would be beneficial to both the Augusta taxpayers and local Augusta residents for ASL and Augusta to enter into a partnership and jointly provide certain programming and certain services at the Augusta Aquatic Center, 3157 Damascus Road, Augusta, GA 30909; and

WHEREAS, Augusta will continue and accept the responsibility to staff, develop, and implement sound programs for the best interest of this community; and

WHEREAS, ASL will continue to develop a professional swim program at the Augusta Aquatic Center, open and available to qualified youth participants;

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL RESPONSIBILITIES OF ASL

1. ASL shall provide sufficient staff members for the delivery of its swim program.

- i. "Staff," "staff members," and/or "members of staff" is hereby defined as individuals who are certified in CPR and First Aid and are employees of ASL.
- ii. All staff members shall be subject to a background check, drug and alcohol testing, and any other pre-employment or employment guidelines set by Augusta for ASL, the Augusta Aquatic Center, and/or non-specific guidelines for operators and/or program facilitators of/at facilities owned by Augusta. ASL shall communicate to staff members all restrictions, obligations, and responsibilities of ASL and ASL's staff members.

2. ASL shall provide adequate staffing levels at the Aquatic Center during youth programming.

- i. "Youth programming" are activities or events that are primary designed, dedicated, or intended for persons 18 years of age or younger, or for groups of people that are likely to include persons 18 years of age or younger, such as swim lessons and/or swim practice.

ii. Adequate staffing levels during youth programming is at the sole discretion of the Director of the Recreation and Parks Department of Augusta, but at no time shall be less than one staff member per twenty (20) persons 18 years of age or younger ("staff/youth ratio"). The Director of the Recreation and Parks Department of Augusta reserves the right to modify the staff/youth ratio at any time, for any reason or for no reason, for any particular event or programming, for a series of events or programming, or for all youth programming at the Augusta Aquatic Center and/or conducted by ASL.

iii. ASL shall not conduct youth programming with an insufficient staff/youth ratio. If at any time during a youth program the staff/youth ratio is not equal to 1/20 or greater, or not equal to what had been modified by the Director of the Recreation and Parks Department of Augusta or greater, ASL shall end the youth program immediately, taking into account the health and safety of participants, and may continue the program only when the staff/youth ratio complies with this subparagraph. For the purpose of this subparagraph, and in order to accurately determine the staff/youth ratio, lifeguards supervising the lap pool are counted towards the staff.

3. ASL shall be an organization incorporated by the State of Georgia, and at all times maintain good standing as such. ASL shall at all times be a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. At the annual meeting, ASL shall provide the Director of the Recreation and Parks Department of Augusta proof of its good standing as an incorporated organization and its IRS tax filing for the previous financial year.

4. ASL shall meet with Augusta annually ("the annual meeting") to discuss operations and programs, as well as any changes, modifications, or amendments to this MOU and/or any fees that may need to be modified or implemented. The annual meeting shall be held no later than June 30 of the calendar year.

5. ASL agrees to indemnify and hold harmless Augusta and its employees and agents from and against any and all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from ASL's operation of the professional swim program or any other part of this MOU. ASL further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes, additions, alterations, modifications and/or improvements made to the Augusta Aquatic Center, and hereby releases Augusta and its officers, employees, representatives and agents from liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees in connection with the aforementioned.

6. ASL shall, at all times that this MOU is in effect, cause to be maintained in force and effect an insurance policy that will insure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring, as a

result of any negligent error, act or omission of ASL during the term of this MOU. ASL shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to ASL's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by ASL is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ASL under this MOU:

- i. *Commercial General Liability* – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- ii. *Additional Insured* – ASL agrees to endorse Augusta as an Additional Insured on the Commercial General Liability Insurance Policy. The Additional Insured shall read 'Augusta as its interest may appear'.
- iii. *Certificate of Insurance* – ASL agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If ASL receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, ASL agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

7. ASL shall follow all safety guidelines set forth by Augusta. ASL shall immediately notify Augusta of any violation of law, including but not limited to trespass, burglary, theft, assault, and/or battery. ASL shall immediately notify Augusta in the event of any property damage to the Aquatic Center. ASL shall immediately notify Augusta in the event of any medical emergency, accident resulting in injury or property damage, or in the event of break-ins, property damage, emergencies, injuries, or incidents. An Augusta-issued incident report must be submitted immediately following any such incident.

8. ASL shall abide by all federal, state, and local laws.

II. GENERAL RESPONSIBILITIES OF AUGUSTA

1. Augusta shall provide utilities for the Augusta Aquatic Center, as well as provide repairs and technical and general maintenance. Augusta shall provide for trash collection and recycling from the existing refuse and recycling bins on the premises of the Aquatic Center. Augusta shall provide janitorial supplies for the Aquatic Center.

2. Augusta shall comply with all federal, state, and local laws, including, but not limited to, ensuring that the Augusta Aquatic Center complies with the Americans with Disabilities Act (ADA).
3. Augusta shall provide guidelines, manuals, or rules concerning any obligation or responsibility of ASL under this MOU.
4. Augusta shall be responsible for managing any and all improvements to the Augusta Aquatic Center, surrounding park space, or other property owned by Augusta regardless of funding source.
5. Augusta shall provide, at all times, contacts for persons within Augusta to ASL for ASL to perform its obligations and responsibilities under this MOU.
6. Augusta shall make the Augusta Aquatic Center available to ASL during regular hours of operation. Regular hours of operation are subject to change within reasonable notice at the discretion of the Director of the Recreation and Parks Department of Augusta.
7. Augusta shall give advance notice to ASL if for any reason a temporary reduction in service is necessary and/or not avoidable. Such service reductions may occur due to facility rentals, special events, safety concerns - included but not limited to shortage of staff, and maintenance concerns that require a facility closure. If possible and known at the time, the advance notice shall be given no less than one (1) week before the service reduction, or if the issue requires immediate attention, all reasonable effort shall be made by Augusta to notify ASL as soon as possible.

III. SPECIFIC RESPONSIBILITIES OF ASL

1. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a written request for lane space and practice times. The request shall be based on the number of participants in the swim program, and shall take into consideration the public's need for swim space as well as other groups, teams and programs.
2. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a list of planned swim meets with approximate dates for the following year. Any additions, deletions, or modifications to this list shall be made at least six (6) weeks before the intended date of the swim meet.
3. ASL shall pay a monthly usage fee for swim practice in the amount of **\$4,675.00** for the months of January through July and the months of September through December. There shall be no swim practice and therefore no monthly usage fee for the month of August.
 - i. ASL shall be charged monthly post-usage, and payment of such fees will be due within ten (10) days of the date of each invoice.

ii. These fees covers 4 hours swim practice during regular hours of operation and the following additional items:

- One (1) Storage room, located on the second floor of the Augusta Aquatic Center,
- Use of the conference room for the monthly board meeting of ASL if available.

iii. The monthly usage fee shall be prorated if the Augusta Aquatic Center is not available for more than 3 consecutive training days, or for more than 5 days in a given month, due to maintenance issues, other recreational activities preventing swim practice, or events of a similar nature. This prorated fee does not apply to Force Majeure events as defined in Section VI, Subsection 4. All prorated fees will be applied to the following month's fees as a statement credit.

4. ASL shall enter into and sign a lease agreement with Augusta for each planned swim meet no later than 8 weeks before the meet date.

i. In accordance with Augusta's facility rental policies, a non-refundable deposit payment is due on the date of the MOU, the remaining balance is due thirty (30) days prior to the event. The amount of the deposit is 10% of meet price.

ii. The rental fees are subject to change per meet type.

Friday 4:00PM – 9:00PM, Saturday 7:00AM – 9:00PM, Sunday 7:00AM – 3:00PM

- 3 Day Meet (Full Lap pool and Rec Pool) – **\$10,570.00**
- 3 Day Meet (Full Lap Pool Only) – **\$9,520.00**
- 1 Day Meet **14 hours** (Full Lap pool and Rec Pool) – **\$5,435.00**
- 1 Day Meet **14 hours** (Full Lap pool) – **\$4,890.00**
- Additional hours can be purchased outside of the times listed above.
 - Full Lap pool and Rec Pool – **\$390.00 per Hour**
 - Full Lap pool– **\$350.00 per Hour**

iii. The rental fee includes all charges, fees and payments for the swim meet, and specifically covers the following items:

- Exclusive use of the Augusta Aquatic Center (lap pool, recreation pool, pool deck, meeting room, changing rooms, visitor / spectator gallery);
- Exclusive use of the concession room (when not used for concessions sales by Augusta);
- Fees for the usage of equipment such as timing systems (subject to availability);
- Fees for additional staff such as a (1) police officer and (1) fire marshal; and
- Fees for Aquatic Center staff, including maintenance and cleaning staff.

5. ASL may make requests for material improvements of the Augusta Aquatic Center during the annual meeting. Any request shall be made in writing, and identify the needs, costs and potential benefit for ASL, the Augusta Aquatic Center, and/or Augusta.

6. As a member of the Augusta Aquatic Center community, ASL shall at all times follow all rules, regulations, and guidance in place. ASL, Augusta, the Augusta Aquatic Center, and the staff and members of those respective agencies shall treat each other as partners, with respect, and with a mutual understanding of their commitment to providing the highest level of safety and service to the guests and visitors of the Augusta Aquatic Center.

IV. SPECIFIC RESPONSIBILITIES OF AUGUSTA

1. Augusta shall allocate swimming lanes for swim practice to ASL under the principles laid out herein.

i. The Augusta Aquatic Center operates the lap pool in two modes, based on season. Between late March and early August, the lap pool will be operated as long course pool, with eight (8) 50-meter-lanes. Between early August and late March, the lap pool will be operated as short course pool, with eighteen (18) 25-meter-lanes. The exact dates shall be determined at the discretion of the Director of Parks & Recreation or a staff member authorized by the Director and are subject to change on an as-needed-basis.

ii. During the annual meeting, Augusta will receive the written request for lane space and practice times. Augusta shall make a candid and benevolent assessment of the needs laid out by ASL and shall consider the request made to the best of Augusta's ability, while also considering, balancing and providing public access to practice space, programming needs by Augusta, and other requests for lane space and practice times such as but not limited to local high schools, and other swim teams.

iii. Augusta shall notify ASL about the determination made and identify allocated swim lanes and practice times in writing.

iv. Under the terms of this MOU, ASL shall at a minimum be allocated swim lanes as follows:

- Short Course: Thirteen (13) lanes
- Long Course: Five (5) lanes

v. ASL shall be allowed the use of one (1) additional lane during both short course and long course setup, as long as that swim lane is not needed for public swim or programming by Augusta. Aquatic Center staff shall make sound and considerate judgement in determining that need.

2. During swim meets, Augusta shall provide the following services to ASL:

i. Augusta shall provide at a minimum one (1) facility maintenance staff and one facility superintendent on site throughout the entirety of the swim meet. During the duration of the meet, the superintendent shall be available for all technical

questions regarding the Augusta Aquatic Center. Maintenance staff shall assist with maintenance and cleaning inside and around the facility.

ii. Augusta shall provide for lifeguards, fire marshals and police officers to be present at the swim meet. The determination of required staffing levels are made at the discretion of the Director of Parks & Recreation, in conjunction with guidance through the Sheriff's Office, the Fire Department, and in observance of all applicable rules, policies, guidelines and laws.

iii. Augusta may choose to provide concession sales during certain times or all times of a swim meet at Augusta's discretion. Should Augusta choose to provide concession sales during a swim meet, ASL shall receive a statement credit of twenty-five (25) percent of the net concession sales revenue, usable towards payment for future rentals.

3. Augusta shall undertake any and all reasonable effort to maintain the Augusta Aquatic Center and to implement and maintain material improvements. In doing so, Augusta shall take into consideration the needs and requirements of the community and of the partners at the Augusta Aquatic Center, such as ASL. All improvements and maintenance are subject to availability of funding and follow Augusta's guidelines and procedural policies. No item, tool, utensil, equipment, and/or system shall be made part of the Augusta Aquatic Center without prior written approval of the Director of Recreation and Parks, or the appropriate Augusta approval authority. Both parties shall implement any requirement instituted via any model aquatic safety plans as described by Title 31, Chapter 45A of the Georgia Code.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and ASL with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ASL arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ASL, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

2. ASL acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, ASL is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ASL's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ASL may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ASL agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ASL provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's

Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by ASL. ASL assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

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

4. The term of this MOU shall terminate absolutely and without obligation on the part of Augusta each and every December 31st, unless terminated earlier in accordance with the termination provisions of the MOU. The term of this MOU shall begin immediately upon receipt of signed MOU and continue through December 31, 2026, unless terminated earlier in accordance with the termination provisions of the MOU. This MOU may be renewed based on the terms and conditions herein at the expiration of its term at the sole option of Augusta. The MOU may be renewed for an additional one-year period of January 1, 2027 through December 31, 2027.

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ASL and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, ASL may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

VI. TERMINATION AND NOTICES

1. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ASL under this MOU upon written notice.

2. All notices, demands and requests which may be required to be given by the Lessor or the Lessee to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for ASL: Aiken-Augusta Swim League
 C/O Makka Fouitah, Registered Agent
 1404 Big Holley Ct.
 Martinez, GA 30907

If intended for Augusta:
 Office of the Mayor
 Attn: Garnett Johnson
 535 Telfair St. Suite 200
 Augusta, GA 30901

Copy:

Augusta Recreation & Parks Department
 Tameka D. Williams, Director
 2027 Lumpkin Road
 Augusta, GA 30906

3. The parties may terminate this MOU in part or in whole upon sixty (60) days' written notice to the other party.

4. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance

under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Aiken-Augusta Swim League

By: 

Name: Michael Groves

Title: President - ASL

Date: 12/29/2025

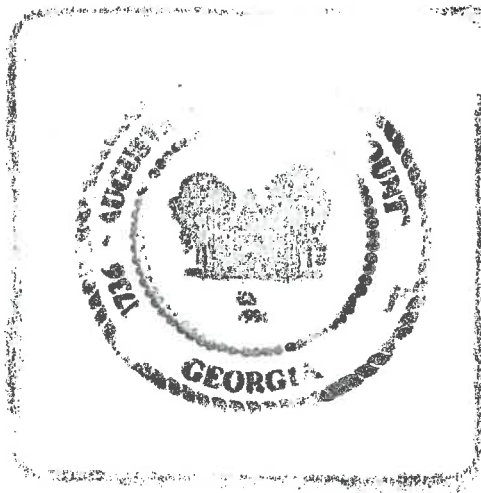
Augusta, Georgia

By: 

Name: Garnett Johnson

Title: Mayor

Date: 1/13/2026



ATTEST: (SEAL)

By: 

Name: Lena J. Bonner

Title: Clerk of the Commission

Date: 1/20/26



Public Services Committee Meeting

October 27, 2026

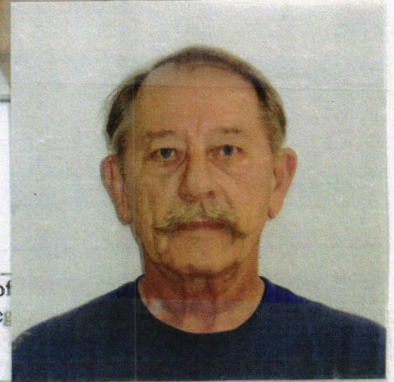
Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-43 –Existing location, New Ownership: Consumption on Premise Liquor, Beer Wine, and Dance. Kellie Vinson and Barry Kruse are the applicants for K-Bar Holdings LLC dba Chevys Nite Club, to be used in connection with 3328 Washington Road Ste E, F & G Augusta, GA 30907. District 7, Super District 10.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$4,520.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

COPY

Item 3.

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



Alcohol License Number (Office Use Only): LCB20260001028

AN. 26-43

Alcohol Beverage Application

Business Legal Name: K-Bar Holdings LLC

If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3328 Washington road Augusta GA 30907
(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: 010-0-058-00-0 Zoning: B2

Business Phone: (706) 250-3261

Home Phone: [REDACTED]

Applicant Name: K-Bar holdings LLC

Applicant's Address: 3328 Washington Road STE E,F,G Augusta GA 30907
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: 1-24-1971

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Barry Kruse

2. Kellie Vinson

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 5/4/2026

Mailing Address:

Name of Business: Chevy's Niteclub

Attention: Kellie Vinson

Address: 3328 Washington road

City/State/Zip: Augusta GA 30907

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: K-Bar Holdings LLC

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

472667900

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. Barry Kruse	Click or tap here to enter text. Owner	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text. Kellie Vinson	Click or tap here to enter text. Owner	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text. 50%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant - Full ☐ Restaurant - Limited ☐ Hybrid ☒ Lounge ☐ Convenience Store
☐ Package Store ☐ Other: _____

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

Total License Fee: \$ 4520 Prorated License Fee (After July 1 ONLY): \$ 2260

Have you ever applied for an Alcohol Beverage License before: ☐ Yes ☒ No

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

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

☒ Yes ☐ No If so, please initial: SWK / KAV

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

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

If yes, give full details:

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

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

List owner or owners of the building and property.

Sherman and Hemstreet

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

K Bar LLC, Kellie Vinson, Barry Kruse

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Kellie A. Vinson, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Kellie A. Vinson
Applicant Signature

I hereby certify that Kellie A. Vinson is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 6 day of July, in the year 2026.

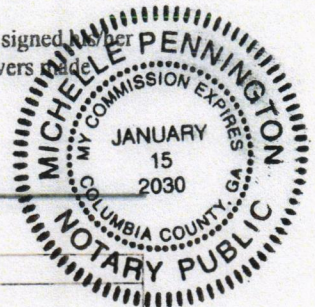
Office Use Only

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

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

Administrator

Date



Case Number: A.N. 26-43

Application Type: Existing Location, New Ownership:
Consumption on Premise Liquor, Beer, Wine, & Dance

Business Name: K-Bar Holdings LLC dba Chevy's Nite Club

Hearing Date: October 27, 2026

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

Applicant: Kellie Vinson &
Barry Kruse

Property Owner: 3328 Washington Rd Ste E-G

Address of Property: 3112 Washington Road
Ste A & B

Tax Parcel #: 010-0-058-00-0

Commission Districts: District 7,
Super District 10



ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,520.00.

RECOMMENDATION:

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

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

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



Public Services

October 27, 2026

Item Name: Approval of the Public Transit Agency Safety Plan (PTASP)

Department:	Augusta Transit
Presenter:	Sharon Dottery, Director
Caption:	Motion to approve the annual Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
Background:	<p>In July of 2018, the Federal Transit Administration (FTA) issued the Final Rule for Public Transportation Agency Safety Plans (PTASP) at 49 CFR Part 673 for the purpose of strengthening the safety of public transit systems. The Final Rule requires operators of transit systems that receive Section 5307 funding to develop and implement Public Transportation Agency Safety Plans based on the Safety Management System (SMS) approach, subject to future oversight from FTA.</p> <p>In assigning responsibility for preparing the Safety Plans, FTA's Final Rule distinguishes between large and small transit systems. "Small Public Transportation Providers", or "small transit systems", are defined as recipients or sub-recipients of Section 5307 funds operating 100 or fewer vehicles in peak revenue service. The Rule requires that the State draft and certify a Public Transportation Agency Safety Plan on behalf of small transit system within the State, unless the transit system notifies the State that it will draft its own plan. In either case, FTA requires that the small transit system be responsible for implementing the Safety Plan.</p>
Analysis:	The PTASP is to address the significant and continuing safety risk associated with assaults on transit workers. This plan must be updated annually by December 31 st each year.
Financial Impact:	N/A
Alternatives:	Deny request.
Recommendation:	Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA TRANSIT

SAFETY PLAN

DECEMBER 2026



AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 CFR Part 673 - Public Transportation Agency Safety Plan (PTASP), which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Augusta Transit has established this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Augusta Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing, and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Augusta Transit has adopted it to comply with FTA Part 673 requirements. The Augusta-Richmond County Commission, the transit director, and chief safety officer (CSO) have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NPTSP), Augusta Transit has adopted this PTASP and the tenets of SMS, including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 USC 5329(d)(1)(A). While safety has always been a primary function at Augusta Transit, this document lays out a process over the next several years to fully implement an SMS that complies with the PTASP final rule, as amended.

Additionally, the FTA recently released a Notice of Proposed Rulemaking (NPRM) with proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act to further advance transit safety. The revision supersedes the one which the FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under the FTA's safety jurisdiction.

Furthermore, in April 2024, the FTA made important updates to the PTASP regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs

for transit staff, focusing on modern SMS practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Augusta Transit, all levels of management, administration, and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the GDOT originally developed this PTASP in collaboration with Augusta Transit.

This PTASP will be distributed to all transit employees and will be reviewed and updated annually.

Approved by	Date
Sharon Dottery, Transit Director	
Augusta Transit Safety Committee	

Revision Record				
Revision #	Review Date	Reviewer	Revision Date	Approved By
2	12/31/22	GDOT	12/31/22	GDOT
3	12/31/23	GDOT	12/31/23	GDOT
4	12/31/24	GDOT	12/21/24	GDOT
5	12/31/25	GDOT	12/21/25	GDOT
6		GDOT		GDOT

Revision Table				
Document Version	Section/Pages Changed	Reason for change	Reviewers Name(s)	Date of Change
1	New Document	PTASP was adapted from the original Georgia DOT PTASP. PTASP accounts for new requirements under the Bipartisan Infrastructure Law within 49 USC Section 5329 (d) issued February 17, 2022	Chris LaRue, Aidan Quirke	September 2022
2	Transit Agency Information; Safety Performance Targets	Updated safety performance target	Chris LaRue, Aidan Quirke	September 2023
3	Transit Agency Information; Safety Performance Targets	Updated safety performance target	Chris LaRue, Aidan Quirke, Kashmala Tahir	September 2024
4	Transit Agency Information; Safety Performance Targets	1. Vehicles operated in max capacity 2. Annual Safety Performance Target Update 3. Updated SSEPRP	Chris LaRue, Aidan Quirke, Kashmala Tahir	September 2025
5	Transit Agency Information; Safety Performance Targets; Safety Trainings	1. Updated safety performance target 2. More details about the roles and responsibilities of the safety committee 3. Added to the list of trainings offered to the staff	Chris LaRue, Kashmala Tahir	October 2026

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Definitions

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC § 5329(d), and the agency's TAM Plan in accordance with 49 USC § 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an accountable executive, CSO, or SMS executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Assault On a Transit Worker: A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

Chief Safety Officer: An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacities, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Any accident, incident, or occurrence.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; collision (including suicides), fire, hazardous material spill or exposure, Acts of God, system or personal security event (including suicides), and other safety events.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Joint Labor-Management Process: A formal approach to discuss topics affecting transit workers and the public transportation system.

Key staff: A group of staff or committees to support the accountable executive, CSO, or SMS executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: Failures caused by vehicle malfunctions or subpar vehicle condition which require that the vehicle be pulled from service.

National Public Transportation Safety Pla: The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.

Notice of Proposed Rulemaking: A proposed new regulation or proposed changes to an existing regulation. A federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation and avenues for public participation.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Passenger: A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Preventative Maintenance: Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Performance Target: A quantifiable level of performance or condition expressed as a value for the measure, to be achieved within a time period required by the FTA.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance: A list of defined safety performance indicators for each priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.

Safety Committee: A committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Major Events: Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other safety events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes other safety events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Management Policy: A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System Executive: A CSO or an equivalent.

Safety Objective: A general goal or desired outcome related to safety.

Safety Performance: An organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Measure (SPM): An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: Activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations through a combination of safety performance indicators and safety performance targets (SPTs).

Safety Performance Target (SPT): A performance target related to safety management activities.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: The assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: The formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management: A process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: The likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: The anticipated effects of a consequence should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: Any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: An agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations set forth in 49 CFR Part 674.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.

Transit Worker: Means any employee, contractor, or volunteer working on behalf of the transit agency.

Vehicle Revenue Miles (VRM): The miles that vehicles are scheduled to or actually travel while in revenue service. VRMs include layover/recovery time and exclude deadhead, operator training, vehicle maintenance testing, and school bus and charter services.

1 Acronyms

ADA	Americans with Disabilities Act
ARTS	Augusta Regional Transportation Study
AP	Administrative Procedure
BIL	Bipartisan Infrastructure Law
CSO	Chief Safety Officer
DR	Demand Response
DO	Directly Operated
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
GPS	Global Positioning System
IIJA	Infrastructure Investment and Jobs Act
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21st Century
MB	Motor Bus
MV Transit	MV Contract Transportation Inc.
NFPA	National Fire Protection Association
NPRM	Notice of Proposed Rulemaking
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SCAT	Safety Committee Augusta Transit
SMP	Safety Management Policy
SMS	Safety Management System
SOP	Standard Operating Procedure
SPT	Safety Performance Target
SRM	Safety Risk Management
SSC	Site Safety Council
TAM	Transit Asset Management
TWC	Transit Workforce Center
VRM	Vehicle Revenue Miles

2 Transit Agency Information

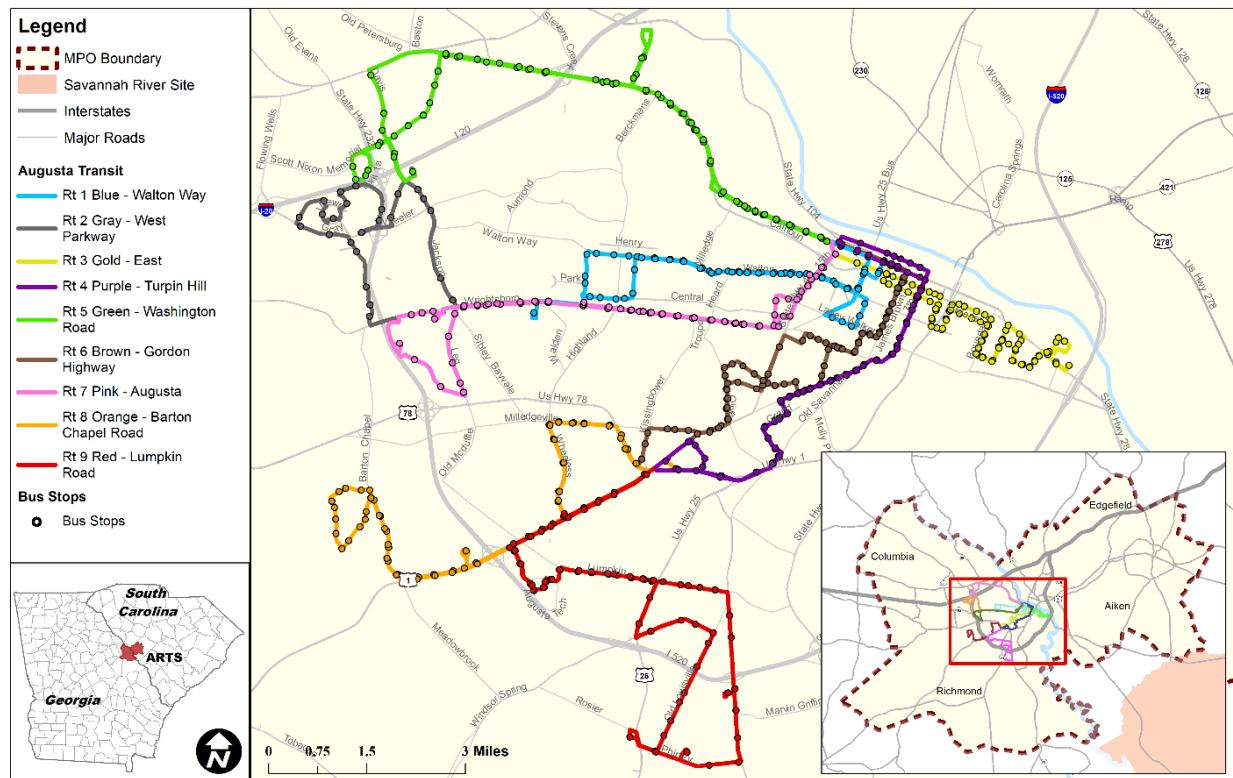
Augusta Transit is the public transportation provider in the consolidated Augusta-Richmond County area. Since 2011, Augusta Transit has contracted with several third-party contractors to provide bus service along nine fixed routes as well as Americans with Disabilities Act (ADA)-compliant comparable paratransit and demand response transit to the rural areas of Richmond County (Richmond Transit). MV Contract Transportation Inc., (aka MV Transit) from January 1, 2026, provides operations and maintenance of Augusta Transit's revenue and support vehicles. A map of the fixed-route Augusta Transit system is provided in **Figure 1** on the following page.

Transit Agency Name	Augusta Transit		
Transit Agency Address	2844 Regency Boulevard Augusta, Georgia 30904		
Accountable Executive (Name and Title)	Sharon Dottery, Transit Director		
Chief Safety Officer (Name and Title)	Kevin Smith, Safety and Training Manager		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed-Route Bus, ADA Paratransit, Rural Demand Response	List All FTA Funding Types (e.g., 5307, 5310, 5311)	Sections 5307, 5339, 5311
Vehicles Operated in Maximum Service, by Mode	Fixed-Route Bus: 14 ADA Paratransit: 7 Rural Demand Response: 6		
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	All		
Name of Third Party Operator (if applicable) and contact person	MV Contract Transportation Inc.		
Does the agency provide transit services on behalf of another transit agency or entity?	No	Description of Arrangement(s)	N/A
No. of Fixed Bus Routes:	9		

Annual Vehicle Revenue Miles (VRM) (Yr 2025)	Fixed-Route Bus VRM	Demand Response/Paratransit VRM
	541,155	127,003
Annual Unlinked Passenger Trips (UPT) (Yr 2025)¹	Fixed Route Bus UPT	Demand Response/Paratransit UPT
	412,080	18,816

Figure 1, shown below, maps Augusta Transit's nine bus routes and their stops.

Figure 1 – Augusta Transit Fixed Routes and Stops



¹ Data derived from: <https://www.transit.dot.gov/ntd/data-product/safety-security-major-only-time-series-data>

3 Safety Management

3.1 Safety Management Policy Statement - 673.23(a)

Augusta Transit, and our third-party operator (currently, MV Contract Transportation), strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the transit director. Every employee must practice workplace safety; use equipment, tools, and materials properly; and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Augusta Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Establishing a safety committee, which promotes a culture of safety and ensures compliance with health and safety regulations. The committee reviews incident reports, identifies workplace hazards, and recommends corrective actions.
- Defining for all staff, managers, and employees alike their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment, and training; are competent in safety management matters; and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and Safety Management System (SMS) training;
- Verify the Safety Management Policy (SMP) is signed by the Transit Director (Accountable Executive) to convey that SMS is important to the highest level of the organization;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and Safety Performance Targets (SPTs);
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective;
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards; and
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention, the Georgia

Department of Public Health, and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC Section 5329 (d)(1)(D).

This Public Transportation Agency Safety Plan (PTASP) describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles as per 49 CFR Part 673 and requirements dictated in 49 USC Section 5329.

3.2 Employee Safety Reporting – 673.23(b)

Employees are required to embrace Augusta Transit's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management together with the contractor have established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including all third-party operator employees) have a duty to report any unsafe condition to their supervisor, manager, or the Chief Safety Officer (CSO). Unsafe conditions may include issues with policies, procedures, physical conditions, assault on transit workers, events, or information about an issue, among others.

All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct, or negligence or a deliberate or willful disregard of our rules, policies, and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

Augusta Transit emphasizes that unsafe conditions should be timely identified, corrected, anticipated, and reconciled before serious accident, injury, or damage occurs. To verify that we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies.

3.2.1 Standard Operating Procedure for Reporting Disorderly Passengers

Augusta Transit together with its contractor MV Transit have developed a Standard Operating Procedure (SOP) for Operators, Dispatchers, and Supervisors to follow in the event of a disorderly or non-compliant passenger riding on any transit service provided or being present on any property owned or controlled by Augusta Transit/.

For the purposes of this policy, the following will define a disorderly passenger:

- A passenger who fails to adhere to safety policies such as but not limited to standing behind the standee line; drinking alcoholic beverages; engaging in distracting behavior towards the driver.
- A passenger who threatens others through direct threats or suggestions that could be reasonably interpreted as a threat to employees or others present.
- A passenger who boards the unit without being properly clothed in a manner as to cover the body sufficiently so as to avoid appearing to be in a state of undress.

- Passengers who are arguing with others so as to create a hostile environment whereby a reasonable person might feel an imminent threat of violence occurring on a bus and/or transit vehicle or at a location owned or managed by Augusta Transit.
- Any passenger who is banned at the time of the encounter from riding transit by Augusta Transit or its contractor

To effect this SOP bus operators or any transit staff person must follow these steps:

1. Bus operator/transit staff person calls dispatch to report the issue
2. Bus operator/transit staff person either pulls to a safe place or continues on their route depending on the circumstances
3. Dispatch either notifies road supervisor and/or the Safety and Training or Operations Manager of the need for a response and a synopsis of the situation
4. Road Supervisor or manager responds to the scene as necessary
5. Bus operator/transit staff person completes an Unusual Incident (UI) form with details of the incident including time and date, location, unit #, etc., and turns it in to their manager/supervisor.

By reporting incidents in a timely and consistent manner, it is anticipated that an improved response to these situations will be achieved and any necessary evidence retained to make the transit system safer and a better place to work and to ride.

3.2.2 Safety Management Policy Communication - 673.23(c)

Augusta Transit staff (including all third-party operator employees) are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors, and frontline staff is the most important job of all our employees. All employees understand their respective safety roles and obligations to identify and assess safety risks in the workplace and agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the CSO. Methods of communicating our safety practices include:

- Mandated monthly safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings;
- Safety campaigns; and
- Flyers posted throughout Augusta Transit properties;

3.2.3 Safety Responsibilities

The purpose of this Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance, and support departments. We emphasize the goal of all personnel and contractors to working toward minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

Accountable Executive – Transit Director (Sharon Dottery, current incumbent)

- Ensures the SMS is effectively implemented throughout the system and action is taken, as necessary, to address substandard performance in the SMS. (§ 673.23(d)(1);
- Implements safety risk reduction program mitigations that are recommended by the Safety Committee;
- Receives and considers all other safety risk mitigations recommended by the Safety Committee;
- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

Chief Safety officer – Safety and Training Manager (Kevin Smith, current incumbent)

- Designated by the Accountable Executive and has the authority and responsibility for day-to-day implementation and operation of the SMS. (§ 673.23(d)(2));
- Manages and implements the Safety Plan throughout the agency;
- Chairs safety committee meetings with key departmental managers, including Operations and Maintenance;
- Participates in formal meetings with the FTA and GDOT safety regulatory program;
- Reports safety performance measures/targets to the Augusta Regional Transportation Study (ARTS);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the Safety Risk Management (SRM) process and provides notification of reportable accidents, incidents, and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and research safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics;
- Produces safety reports, records, documents, and manifests;
- Accesses and updates database safety-related files;

- Coordinates staff safety meetings and attends meetings, conferences, and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns and analyzes reports and information;
- Develops programs for accident/injury prevention and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational key performance indicators (KPIs); and
- Conducts risk identification, evaluation, control, funding, and administration.

In addition, SMS implementation is supported by other positions held by key staff within Augusta Transit and its third-party operator, including:

- The Deputy Director;
- The operations manager;
- The special services manager;
- The maintenance manager; and
- The shop foreman.

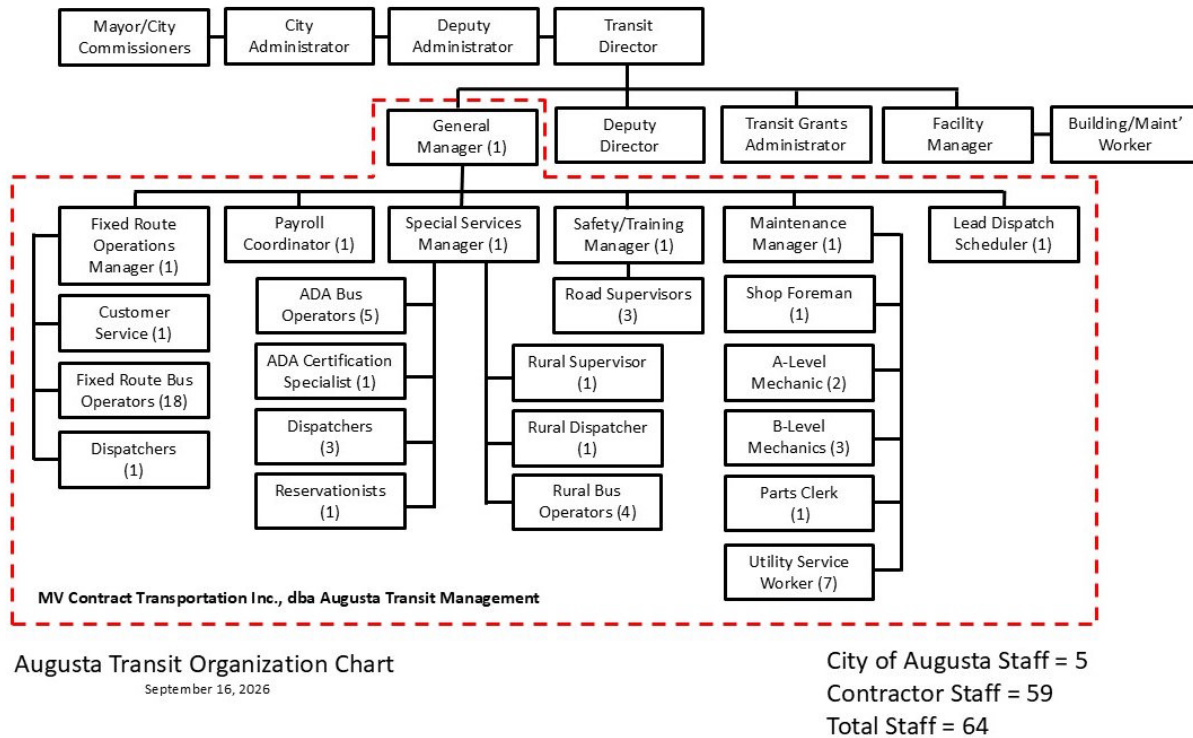
These personnel have the following authorities, accountabilities, and responsibilities:

- Participate as members of the Safety Committee Augusta Transit (SCAT);
- Complete training on Safety Plan elements;
- Oversee and adhere to day-to-day operations of the Safety Plan in their departments;
- Modify policies in their departments consistent with implementation of the Safety Plan, as necessary; and
- Provide subject matter expertise to support implementation of the Safety Plan as requested by the transit director or the CSO, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

A chart outlining the organization responsible for implementing Augusta Transit's SMS is provided in **Figure 2**, depicting the structure of reporting between the public owner of the transit system (Augusta-Richmond County Government) and the third-party operator (currently MV Transit).

3.2.4 Safety Committee Standard Operating Procedures/Charter

The CSO will periodically convene meetings of SCAT to discuss safety program issues, safety data/performance indicators, and Safety and Transit Asset Management (TAM) Plans updates, among various other issues that pertain to overall agency safety matters. The safety committee is a group of executive and frontline staff that will at minimum include the transit director or nomi-

Figure 2 – Augusta Transit Organizational Chart

nated representative and key representatives from Operations and Maintenance, with a 50 percent split of frontline Augusta Transit staff, and will be chaired by the CSO.

The objectives of regular meetings of the safety committee are to ensure that the transit director is well-versed in the implementation of the Safety Plan, KPIs, and other important data and that executive-level staff have a regular multidisciplinary forum to discuss pertinent safety issues and policy, including risk reduction activities.

Safety committee members are expected to participate (virtually or inperson) in safety related training at a minimum of one (1) session/course every six (6) months. These sessions may be offered inhouse (through contractor proprietary materials presented during safety meetings) or nationally accredited programs offered by the Transportation Safety Institute (TSI) or National Transit Institute (NTI). Safety committee members (as employees of the contractor) who participate in training sessions may be compensated at the contractor's expense or some other arrangement between themselves and the contractor.

In accordance with the Bipartisan Infrastructure Law (BIL) amendments to 49 USC Section 5329(d), Augusta Transit has established a safety committee, convened by a joint labor management process, also known as SCAT, which consists of equal representation of both frontline staff and management representatives. The primary responsibility of the safety committee is to, at a minimum:

- Approving the transit agency's ASP and any updates to the ASP before approval by the agency's Board of Directors or equivalent entity (49 U.S.C. 5329(d)(1)(A));

- Setting safety performance targets for the safety risk reduction program using a three-year rolling average of the data submitted by the transit agency to the NTD (49 U.S.C. 5329(d)(4)(A));
- Identifying and recommending risk based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment (49 U.S.C. 5329(d)(5)(A)(iii)(I));
- Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended (49 U.S.C. 5329(d)(5)(A)(iii)(II));
- Identifying safety deficiencies for purposes of continuous improvement (49 U.S.C. 5329(d)(5)(A)(iii)(III));
- Establish a safety risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the NTD, including:
 - Reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments;
- The mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into bus operator workstations when a risk analysis performed by the Safety Committee determines that such barriers or other measures would reduce assaults on and injuries to transit workers;
- In the event the agency fails to meet a safety risk reduction program its safety performance target:
 - Allocate the transit agencies' safety set aside in the following fiscal year to projects that are reasonably likely to assist the agency in meeting the target, including modifications to rolling stock and de-escalation training.
 - Ensure the agencies comprehensive staff training program includes maintenance and personal de-escalation training.
 - Address in its ASP strategies to minimize exposure to infectious diseases, consistent with the guidelines of the CDC or state health authority.

See more information on MV Transit's Site Safety Council (SSC) meetings under Section 5.

3.3 Safety Committee of Augusta Transit

3.3.1 Name

Augusta Transit as a Department of the City of Augusta (COA) together with labor representation representing the front line employees created the Safety Committee of Augusta Transit (SCAT). The Safety Committee ("the Committee") is established as required by U.S. law (49 USC 5329, 49 CFR 673).

3.3.2 Membership

SCAT is composed of equal representation of frontline employees and management representatives. At no point may appointees from either Augusta Transit or appointed by a labor organization comprise more than 50% of SCAT membership.

SCAT shall be made up of six (6) voting members with a 50/50 balance between labor and management. The labor representative and Augusta Transit shall each appoint half of SCAT committee members.

SCAT shall coordinate meeting times and locations far enough in advance to allow all voting members attend and to adequately prepare for meeting deliberations.

SCAT shall also agree to an agenda prior to the start of each meeting; this agenda shall include topics to be discussed, as well as any proposals to be voted on during the meeting. This agenda shall be distributed to SCAT voting members in advance of the meeting.

Both the Labor representative and Augusta Transit shall retain the right to replace their appointees on the Committee at any time.

3.3.3 Voting Members

SCAT shall be made up of an equal number (frontline employees and management representatives) of voting members.

3.3.4 Quorum

A quorum shall be the minimum number of SCAT members required to be present for the body to conduct official business, vote and make valid decisions shall be a simple majority – with six (6) voting members the majority would be four (4) members.

3.3.5 Purpose

SCAT will facilitate a joint Labor-Management process to ensure and raise the level of safety in Augusta Transit's system.

SCAT serves as the basic forum to review safety issues and hazards, safety inspection reports, risk reduction activities, accident investigations, and corrective actions.

SCAT members work together in a cooperative effort to promote safety and security in the workplace and areas of operation such as transfer facilities, routes and bus stops.

SCAT members communicate safety concerns from their work areas and areas of operation to SCAT, and report back to management.

SCAT is empowered to look toward opportunities to reduce incidents or occurrences by looking for ways to improve the work environment and safety culture by acknowledging safe actions and work and other areas that contribute to safety in the workplace. It can achieve this by:

- Identifying and recommending safety risk mitigations necessary to reduce the likelihood

and severity of potential consequences identified through Augusta Transit's safety risk assessment, including safety risk mitigations associated with any instance where a safety performance target was not achieved.

- Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the safety performance target was not achieved; and,
- Identifying safety deficiencies for purposes of continuous improvement, including any instance where annual safety performance targets were not met.

SCAT shall review, amend, and approve the Public Transportation Agency Safety Plan (PTASP) no less than annually prior to the PTASP being ratified by the Augusta, Georgia Commission.

SCAT shall set internal goals for the safety risk reduction program. SCAT shall review and analyze all Augusta Transit safety data to determine appropriate goals and make safety recommendations.

3.3.6 Meetings

SCAT will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. SCAT members are expected to attend each meeting.

SCAT may invite others to attend meetings and provide pertinent information, as necessary.

Meeting times and meeting locations shall be determined far enough in advance to allow SCAT members to attend and to adequately prepare for meeting deliberations.

SCAT shall take up and consider any other items as directed by SCAT members.

SCAT shall require a quorum before conducting any business. A quorum shall require at least three-quarters of the voting members of the Committee be present.

Records of meetings shall be maintained by Augusta Transit for no less than three (3) years and shall be made available to SCAT members upon request.

SCAT members shall have access to safety data collected by Augusta Transit and/or MV Transit. Augusta Transit shall prepare in-depth data reports for SCAT meetings upon request. Augusta Transit shall prepare and share summary data of safety and security incidents in advance of each SCAT meeting.

Both the Labor Representative and Augusta Transit shall have the opportunity to invite subject matter experts to speak on any topic covered during a Committee meeting.

3.3.7 Voting Process and Tie Break Procedures

Following discussion of any proposal included on the agenda. SCAT shall then consider amendments to the proposal. Following discussion and votes on any amendments, SCAT shall vote on the final proposal. Passage of a proposal or an amendment shall require a majority of all voting members in attendance.

4 Safety Risk Management (673.25)

4.1 Safety Risk Management Program

By adopting this PTASP, Augusta Transit is establishing the SRM process presented below for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Augusta Transit SMS.

Augusta Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the safety committee, led by the CSO. There are three basic objectives:

- Safety risk identification;
- Safety risk assessment; and
- Safety risk resolution.

4.2 Safety Risk Identification

Safety Risk identification and resolution is a core element of this Plan emphasizing timely correction, anticipation, and reconciliation of unsafe conditions before a serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- FTA recommendations;
- State Oversight Authority;
- Data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a State health authority;
- Safety concerns identified through its Safety Assurance activities;
- Employee safety reporting;
- Driver, dispatcher, supervisory, and maintenance performance information;
- Rules compliance checks;
- ADA compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility, and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports as seen through the Accident Procedure;
- Compliance programs;

- Safety committee reviews; and
- Public feedback/complaints.

Augusta Transit emphasizes the timely identification, anticipation, and correction of unsafe conditions before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations, including the implementation of safety warning devices, are usually addressed by training and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and addressed by the responsible departments through routine corrective measures that do not require special attention.

Safety risks can be identified through a host of sources ranging from daily experience (accidents, incidents, or safety concerns), gathered data, and information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution are established. The risks associated with hazards are accepted, minimized, controlled, or identified for future remedy. However, safety efforts must continue to ensure that the implementation of hazard remedies do not create new safety concerns (e.g., Safety Rule Testing).

4.3 Safety Risk Assessment

Safety risk assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public, and assets must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure, or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem, or component failure or malfunction. **Table 1** below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

As part of this process, infectious disease exposure control measures are incorporated into our Safety Risk Assessment to address the specific risks associated with potential infectious disease transmission in transit environments. The assessment will evaluate factors such as:

- Risk of Exposure: Identification of high-contact areas and activities where employees and passengers may face increased exposure to infectious diseases.
- Protective Measures: Availability and use of Personal Protective Equipment (PPE) for staff and appropriate hygiene resources for passengers.
- Hygiene and Sanitization Protocols: Regular cleaning and sanitizing of high-contact surfaces, in accordance with public health guidelines, to reduce the risk of disease transmission.

- **Training and Communication:** Staff training on infectious disease prevention and ongoing communication of public health guidelines and agency policies.

To assess the severity of infectious disease hazards, we will analyze potential outcomes such as transmission rates, workforce health impacts, and operational disruptions. Each of these factors contributes to the overall severity and probability categorizations used to evaluate the risk level. This proactive approach helps identify, mitigate, and monitor infectious disease risks within our operations, ensuring compliance with best practices for health and safety. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Safety Risk Severity

Characteristics				
Severity Level	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of \$5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks to months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption requiring weeks to repair	Estimated loss in the range of \$500,000 to \$5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days to weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption requiring 7 days or less to repair	Estimated loss in the range of \$50,000 to \$500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of \$1000 to \$49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than \$1000	No adverse media or reputational damage

The likelihood that a hazard will occur during the planned life expectancy of a system element, subsystem, component, or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items, or activity. A qualitative hazard likelihood may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers, or the safety committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard likelihood is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of

the likelihood of hazard occurrence will consider specific system operations based on the current system configuration. Hazard frequency levels to be considered are shown in **Table 2**.

Table 2 – Safety Risk Likelihood

Likelihood	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Safety Risk Index (**Table 3**) combines hazard categories, severity, and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Safety Risk Index

Hazard Categories					
Frequency	1 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F Eliminated	1F	2F	3F	4F	5F

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

4.4 Safety Risk Mitigation

Augusta transit will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the mobility coordinator and safety committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-ending and evaluate the type, severity, and probability of these accidents and mitigation measures to prevent these mishaps in the future. Such mitigations may include new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes. The mitigation of assaults on transit workers includes the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators, when a risk analysis performed by the safety committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers. At this time no infrastructure has been needed to be determined by the safety committee besides cameras on every bus that have capabilities to view live footage remotely.

Additionally, as a source for safety risk mitigation, Augusta considers guidance provided by an oversight authority, if applicable, and FTA, and considers these guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State health authority. It also strategizes to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions, consistent with guidelines of the Centers for Disease

Furthermore, per 49 U.S.C. 5329(d)(1)(I)(i) and (ii), Augusta will continue to implement a risk reduction program to reduce the number and rates of accidents, injuries, and assaults on transit workers. To conduct this review, the safety committee will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers. Additionally, we will utilize its risk reduction program to reduce vehicular and pedestrian accidents involving buses. Mitigations that may be made to reduce events may include measures to reduce visibility impairments that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments for bus operators. All future procurements of vehicles consider such retrofits to reduce visibility impairments.

4.5 Safety Risk Tracking

Some more complex safety risks may require the use of a tracking log, which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan.

The safety risk tracking log, when used, is updated regularly until the hazard has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated. A sample log template is presented below:

Table 4 – Sample Log

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of Feedback with Reporter (if applicable)	Updated Hazard Rating (after mitigation)

5 Safety Assurance – 673.27 (a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the SRM program. The transit director and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that 1) emerging risks are identified, 2) Augusta Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our SRM and Safety Assurance activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs. Augusta Transit safety data and incident records are maintained in an Excel spreadsheet, with original hard copies stored in the supervisor's office alongside any related work orders.

5.1 Safety Performance Monitoring and Measuring – 673.27(b)

As required under 49 CFR Part 673.27 Augusta has established activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- For the safety committee to monitor risk mitigation activities;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

5.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)

The transit director has the ultimate responsibility of verifying safe and secure operations for the riding public and employees. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations, and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. The various Safety Assurance activities overseen by the transit director and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- Transit Asset Management (TAM);
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.

- Post-accident retraining

For maintenance activities, August Transit uses the MV Transit Maintenance Management Policy Manual, which includes preventive maintenance inspection forms for both motorbuses and paratransit vehicles. The results of these inspections are used in the Safety Assurance program to monitor and assess trends in maintenance needs.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and periodically report to the transit director and safety committee. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create Key Performance Indicators (KPIs) that help us understand whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety-related events. This data comes from various sources, including but not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;
- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Augusta Transit in partnership with its contractor conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. Example procedures are contained in the “Accident & Injury Preventability Determination Guide” (Appendix D). Augusta Transit reports accidents in compliance with its Administrative Procedure (AP). The contractor documents accidents and submits these to Augusta Transit using its Accident/Incident Reporting Procedures (Appendix E) “This AP lays out the responsibilities and duties that must be performed after an accident occurs by each job function. When an accident or an injury on a vehicle occurs, bus operators follow the Accident Procedures checklist. This form serves as the guide for operators who are involved in an accident and details how to properly handle and document the incident and properly communicate with passengers, law enforcement, supervisory staff, and management.

The Safety Department issues a comprehensive Final Incident Report generated by Safe Tracker (MV Transit proprietary software) to the MV Transit General Manager within 30 days of the accident, unless the investigation is continuing, in which case a status update report will be issued. This process allows Augusta Transit to track the findings and results of accident investigations to improve the agency’s safety protocols within SMS by monitoring safety trends.

The CSO and the safety committee review the performance of individual safety risk mitigations during safety committee meetings based on the reporting schedule determined for each mitigation

and determine if a specific safety risk mitigation is ineffective, inappropriate, or not implemented as intended. If that is the case, the safety committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

5.3 Safety Performance Measures and Targets – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop a PTASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD.

There are 14 total Safety Performance Measures targets defined by the FTA required for the PTASP. This includes 8 targets (in bold) required for the Safety Risk Reduction Program (SRPP). All measures in Table 5 and Table 6 will be evaluated over a calendar year period and target is set for a 5% yearly reduction for all measures.

Whereas safety performance target (SPT's) (see Table 7) will be set and evaluated against a 3-year average of data reported to the National Transit Database (NTD). The SRPP targets are determined by the joint management-labor committee and must reflect an annual reduction in the associated safety performance measure. To reflect an annual reduction, the safety performance target must be set below the 3-year rolling average, with a 5% reduction rate.

Table 5 – Safety Performance Measures- Motor Bus (MB)

Motorbus (MB)/Directly Operated (DO)				
Measure		Definition	Actual 2025	Target 2027
Measure 1a	Major Events	Total number of Major Events	0.00	0.00
Measure 1b	Major Event Rate	Major Event rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1	Collision Rate	Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.1	Pedestrian Collision Rate	Pedestrian Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.2	Vehicular Collision Rate	Vehicular Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2a	Fatalities	Total number of Fatalities	0.00	0.00

Measure 2b	Fatality Rate	Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2.1	Transit Worker Fatality Rate	Transit Worker Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3a	Injuries	Total number of Injuries	0.00	0.00
Measure 3b	Injury Rate	Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3.1	Transit Worker Injury Rate	Transit Worker Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 4a	Assaults on Transit Workers	Total number of Assaults on Transit Workers	0.00	0.00
Measure 4b	Rate of Assaults on Transit Workers	Assault on Transit Workers per 100,000 vehicle revenue miles	0.00	0.00
System Reliability	Means distance between vehicle failure	Average miles between major mechanical failures	2,209	2098.36

Table 6 – Safety Performance Measures- Demand Response (DR)

Demand Response (DR)/Directly Operated (DO)				
Measure		Definition	Actual 2025	Target 2027
Measure 1a	Major Events	Total number of Major Events	0.00	0.00
Measure 1b	Major Event Rate	Major Event rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1	Collision Rate	Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.1	Pedestrian Collision Rate	Pedestrian Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.2	Vehicular Collision Rate	Vehicular Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2a	Fatalities	Total number of Fatalities	0.00	0.00
Measure 2b	Fatality Rate	Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2.1	Transit Worker Fatality Rate	Transit Worker Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3a	Injuries	Total number of Injuries	0.00	0.00
Measure 3b	Injury Rate	Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3.1	Transit Worker Injury Rate	Transit Worker Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 4a	Assaults on	Total number of Assaults	0.00	0.00

	Transit Workers	on Transit Workers		
Measure 4b	Rate of Assaults on Transit Workers	Assault on Transit Workers per 100,000 vehicle revenue miles	0.00	0.00
System Reliability	Means distance between vehicle failure	Average miles between major mechanical failures	8,467	8043.52

The five KPI's used for safety performance target include: Collisions, Injuries, Major Events, Assaults on Transit Workers, and System Reliability. Each measure also has their rates calculated against the VRM for the year.

- **Collision** – Any impact between a transit vehicle and any other vehicle, object, or any person.
- **Assault on Transit Workers**– An event where an individual knowingly, without lawful authority, and with intent to endanger safety or reckless disregard for life, interferes with, disables, or incapacitates a transit worker while they are performing their duties
- **Injuries** – Total number of reportable injuries and rate per total VRM by mode;
- **Major Events** – Total number of reportable events and rate per total VRM by mode; and
- **System Reliability** – Mean distance between major mechanical failures by mode.

These safety performance targets (SPTs) are based on data submitted to NTD. The SPTs were identified based on a 3-year rolling average of data from 2023 to 2025. The annual performance targets for these measures for Fiscal Year (FY) 2027 are as below. Additionally, these SPTs are reviewed and assessed by the safety committee to ensure consistency with risk reduction programs. These SPTs will be shared with the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) and the Georgia Department of Transportation (GDOT) to aid in the planning process. Augusta Transit will coordinate with GDOT and ARTA in the selection of state and regional performance targets as requested.

Table 7 – FY 2027 Safety Performance Targets²³⁴

MB/DO (per 100,000 VRM)									
Mode - MB	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability**
2023 Actual	0	0.00	0	0.00	0	0.00	0	0.00	1,546
2024 Actual	0	0.00	0	0.00	0	0.00	0	0.00	2,624

² The 5% reduction target may not represent a whole number due to calculation average of a 3-year rolling average. Assessments regarding meeting the target would be analyzed against the whole number reported by the agency for the respective year.

³ Major Events is derived from NTD data, reported as "Events Total" (sum of total number of Collisions, Fires, Security Events, Assault on Transit Workers, and another NOC Total, latest revision available at the time of preparation).

⁴ Data retrieved from NTD ([Safety & Security Time Series \(Threshold Adjusted\)](#)) on 7/21/26.

MB/DO (per 100,000 VRM)									
Mode - MB	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability**
2025 Actual	0	0.00	0	0.00	0	0.00	0	0.00	2,209
Average	0	0.00	0	0.00	0.00	0.00	0	0.00	2,126.26
2027 SPT (MB)	0	0.00	0	0.00	0.00	0.00	0	0.00	2,019.94

DR/DO (per 100,000 VRM)									
Mode - DR	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability*
2023 Actual	0	0.00	0	0.00	0	0.00	0	0.00	5,094
2024 Actual	0	0.00	0	0.00	0	0.00	0	0.00	9,559
2025 Actual	0	0.00	0	0.00	0	0.00	0	0.00	8,467
Average	0	0.00	0	0.00	0	0.00	0	0.00	7,706.67
2027 SPT (DR)	0	0.00	0	0.00	0	0.00	0	0.00	7,321.33

*Rate = Events per 100,000 VRM

**System Reliability = Miles between major mechanical failures

5.4 Safety Risk Reduction Program 673.25(d):

In accordance with 49 USC 5329(d)(1)(I)(i), the SPTs are set to work toward a reduction of vehicular and pedestrian accidents involving buses. To reduce such events, Augusta Transit will utilize the safety risk management process. Mitigations that may be taken to reduce events may include measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.

Additionally, per 49 USC 5329(d)(1)(I)(ii), Augusta Transit will also continue to take further measures to mitigate assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. To conduct this review, the safety committee will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers.

To ensure continuous improvement in alignment with 49 CFR § 673.27(d), the AE directs an annual safety performance assessment to identify systemic deficiencies in the SMS and analyze performance against established targets. As part of this process, the Safety Committee monitors performance against annual safety performance targets set for the safety risk reduction program. The safety committee conducts formal risk analyses to determine if physical mitigations are necessary to reduce assaults and injuries to transit workers. If the agency does not meet an established annual safety performance target, it will immediately assess and mitigate the associated risk using its formal SRM processes, incorporating these mitigations directly into this ASP. Furthermore, in the following fiscal year, Augusta transit will allocate its safety set-aside funding to safety-related projects reasonably likely to help meet the missed targets. Finally, under the direction of the AE, the agency will develop and carry out corrective action plans to address any identified safety deficiencies and integrate the specific mitigations developed for any missed safety risk reduction targets.

If the AE decides not to implement the safety risk mitigation, recommended by the safety committee, they will prepare a written statement explaining their decision and submit and present it to the transit agency's safety committee and Board of Directors or equivalent entity.

5.5 Management of Change

The ASP establishes a structured Management of Change process to proactively identify and assess any operational, system, or organizational changes that may introduce new safety hazards or impact the transit agency's overall safety performance (§ 673.27(c)(1)). Under this framework, any proposed changes capable of affecting safety performance are formally evaluated through the agency's established Safety Risk Management (SRM) process. This ensures that potential hazards are identified, risks are mitigated, and safety integrity is maintained before any significant modifications are implemented.

6 Safety Promotion

Safety promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

6.1 Safety Training

In accordance with 49 USC Section 5329 (d)(H)(i)(II) Augusta Transit will ensure all operations and maintenance personnel receive the necessary safety training, including refresher and de-escalation training. However, for contractor employees, the responsibility for providing safety training lies solely with the contractor. Moreover, August Transit maintains a comprehensive training program with elements directly identified regarding safety. All new and existing employees, whether in-house or under contract, undergo Safety Plan familiarization training. Employees at all levels of the agency need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. Augusta Transit (including MV Transit) has developed job specifications for all job classifications which require certain skills training for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Augusta Transit maintains records of all employees upon hire and manages their progress through training, annual recertification, and retraining, if required.

Our safety training programs (or those of the contractor) include, but are not limited to, the following:

- De-escalation training;
- MV Transit New Employee Handbook;
- MV Transit Operator Excellence Training (OET)
- MV Transit Presentation: The ABC's of MV Transit USA Safety Training;
- MV Transit Maintenance Employee Training Program;
- Defensive Driving Certification Program;
- Safety concern identification and reporting training;
- Monthly operations division safety meetings; and
- Monthly maintenance division safety meetings.

Initial safety training conducted by MV Transit includes detailed information on Occupational Safety and Health Administration requirements, internal business safety requirements, and FTA safety regulations.

The MV Transit New Employee Handbook is distributed to all new employees at Augusta Transit as a supplement to classroom training. It outlines and details the following policies, documents, and procedures:

- Employee Memos (Safety & Training)
- Safety Violations Policy
- Substance Abuse Policy

- Bloodborne Pathogens Policy
- Electronic Communications Device Policy
- Accident Procedures
- Radio 10-codes
- Headlight Memo
- Parking Lot Memo
- Lot Speed Memo
- Emergency Brake Memo
- Tips for Alighting Passengers That Appear Under the Influence or are slow to move
- Railroad Crossings Memo
- Workplace Safety Rules
- General Safety Rules

6.2 Safety Communication

All employees, from the transit director and the MV Transit general manager to frontline personnel, shall communicate the virtues and requirements of this Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk, and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, Augusta Transit encourages employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
- Bus operator meetings with supervisors and managers;
- Safety updates posted to bulletin boards checked daily by operators;
- Newsletters;
- City of Augusta safety bulletins;
- MV Transit safety bulletins;
- Monthly Safety Tip emails from the City Office of Risk Management;
- City of Augusta Annual Safety Training;
- City of Augusta Safety Recognition program;
- Monthly facility safety inspections;

- Text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- SCAT meetings;
- Safety announcements regularly disseminated to operators;
- Public address system safety reminders regularly broadcast at the Broad Street Transfer Facility; and
- Safety campaigns.

One of the key activities to maintain a positive and open safety communication loop is to hold the SCAT meeting. These meetings are an opportunity to discuss new and open safety issues, service system failures, workplace safety statistics, training, trespassing, and SPTs. These meetings also ensure that frontline staff can see a positive feedback loop of reported safety risks.

In addition to SCAT, MV Transit properties also convene monthly Site Safety Council (SSC) meetings. The purpose of these meetings is to promote safety and safety culture, review safety data, discuss safety campaigns, and review outstanding hazards. See AP-001 – SSC Requirements (Appendix E) for further details on these meetings.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

7 Operational Perspectives

7.1 Assaults On Transit Officers and Staff

Assaults on Augusta Transit officers and/or its Contractor's bus operators and other contract workers both on-board and in and around transit facilities must be reduced through the adoption of an Assault on Workers Plan. As a risk reduction measure, Augusta Transit to the extent allowed by law in partnership with its Contractor commits to reduce assaults on officers and workers in the transit system. Augusta Transit to the extent allowed by law in partnership with its Contractor will advance specific measures below to achieve this goal.

Throughout this plan "assault on a transit worker" is defined in 49 USC 5302 including the following: 'A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

7.2 De-escalation Training

Augusta Transit to the extent allowed by law in partnership with its Contractor will facilitate the expansion and improvement of de-escalation training for all transit officers and contract workers; this training shall be recurrent - happening at least once every twelve months - during working or operational hours - and shall allow transit officers and contract workers the opportunity to practice these skills with trained experts.

7.3 Assaults on Workers Plan

Augusta Transit and its Contractor and a labor representative of the Contractor (as a standing member of the Safety Committee) will establish an Assaults on Workers Plan during calendar year 2026 that address and/or facilitate the implementation of the following. Augusta Transit to the extent allowed by law in partnership with its Contractor shall implement the following measures and strategies to protect Augusta Transit officers and/or its Contractor's bus operators and other contract workers from assault.

- Installation of barriers or bus shields between bus operators and riders. Barriers or bus shields shall be tall enough to completely cover the operator when closed and extend across the entire workstation without obscuring views of driver mirrors; shall be strong enough to withstand the force of a human body ramming against it; shall be easily installed, maintained, and repaired by the Contractor's maintenance workforce; and shall be required for all buses entering service after 12/31/2024.
- Augusta Transit's Contractor will train its dispatchers and staff on the proper response to reports of assault across the transit system. This training shall include reinforcing the urgency of responding timeously and appropriately to reported assaults, proper protocols for connecting with law enforcement, and crisis management annually.
- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to engage in ongoing public information initiatives through posters, flyers and social media posts that target passengers and deter acts of violence through effectively communicating the legal and personal consequences of antisocial behavior.

7.4 Response To Physical Assaults

The Contractor in consultation with Augusta Transit shall adopt the following assault response protocols:

- Immediately contact law enforcement and request police presence at the site of the assault.
- Ensure the victim of the assault receives immediate medical and other necessary care and support if requested or incapacitated.
- Where feasible and within the Contractor's contractual responsibilities support and defend the victim of the assault throughout the response, the investigation and the treatment and recovery phases, if requested or incapacitated.
- Provide law enforcement with data and materials necessary to pursue assailants, including video surveillance if the victim so requests pursuing the offender in the courts. The union shall receive data electronically at the permission of the victim. Any data shared will not contain any information that may personally identify the victim.
- Provide the victim if a contract worker, with the resources necessary to fully recover and return to work, including leave, as necessary, for mental and physical recovery, work with law enforcement to convict their assailant (if requested by the victim), and other time off related to recovering from the assault.
- Implement a clear policy that bars anyone who assaults an Augusta Transit officer or Contractor staff from riding the system for a period of one year on a first offence depending on the severity or type of assault by 12/31/2027.

7.5 Continuous Review of Assaults

The process of reducing worker assaults must be a dynamic one. The Safety Committee shall review measures and strategies adopted on an ongoing basis, but at least quarterly, to assess effectiveness, review data collected, incorporate best practices from government regulators, other transit systems and law enforcement authorities, and develop and implement new strategies that are proven to work in assault reduction.

7.6 Refusal to Work in Unsafe Conditions

The Contractor will take reasonable measures in order to prevent and eliminate any present or potential job hazards that its employees may encounter at their places of work. The Contractor will work with the labor representatives representing Contractor's staff on all safety issues.

All Contractor staff shall have the opportunity to refuse to work in unsafe conditions whether perceived or real without penalty or retribution. Details of such an arrangement will be between the Contractor's staff and the labor representatives of the Contractor's staff if so represented.

Unsafe work includes tasks and/or projects that would be performed without proper safety preparations; tasks and projects without proper safety equipment; tasks which cannot be completed in their entirety under given time constraints; fatigued work; and tasks which would conflict with the directives and protections contained in this Safety Plan.

The Contractor's employee will notify the Contractor verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment.

The Contractor, upon notification of any alleged unsafe condition, shall investigate such condition, and shall make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Contractor's investigation, the alleged unsafe condition is found to be a hazard to its employee. The Contractor will report back to its employee the adjustment or action to be taken to eliminate the verified hazard to its employee.

Contractor's employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the Contractor. The Contractor shall not require any of its employees to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe. The final determination as to whether the equipment is in safe operating condition will be made by the Contractor's Maintenance Manager or their designee.

Disputes over whether work is unsafe shall be addressed by a joint labor-management resolution process. Furthermore, such a process will not involve Augusta Transit as Contractor staff are not Augusta, Georgia employees.

7.7 Fatigue Risk Management Plan

Augusta Transit to the extent allowed by law in partnership with its Contractor and a frontline Safety Committee member as a representative of a labor organization representing Contractor staff will establish a Fatigue Risk Management Plan during calendar year 2027 that will address and/or facilitate the implementation of the following.

- The Safety Committee recognizes that staffing decisions can elevate safety risks and shall work with the Contractor to review current policies and procedures on hours worked, scheduling, and time off between shifts.
- The Contractor shall ensure that bus operators, mechanics and other contract staff receive time off between shifts where necessary and to return to work properly rested and ready to begin the next shift safely.
- Operators, mechanics, and other contract staff have schedules that include time for meals and allow bathroom breaks.
- The Contractor shall institute new procedures that mitigate fatigue and health risks associated with hours worked, scheduling, and time off between shifts. This may mean a reduction in paid hours due to the maximum hours that can be worked each day. However current regular working hours will not be reduced by the results of an established Fatigue Risk Management Plan.
- On a quarterly basis, the Safety Committee shall meet to assess the effectiveness of any new measures adopted.

7.8 Pedestrian Knockdowns

Augusta Transit to the extent allowed by law in partnership with its Contractor and a labor organization representative as member of the Safety Committee will establish a Pedestrian Knockdowns plan during calendar year 2027 that will address and/or facilitate the implementation of the following interventions.

- The Contractor commits to reduce pedestrian knockdowns as a risk reduction measure. The Safety Committee shall review as necessary, but not less than quarterly, data from

pedestrian knockdowns in the system including the location, time, and circumstances for each incident.

- The Safety Committee will review the trends and specifics of these knockdowns and recommend actions to prevent these accidents. These recommendations may include:
 - Adjusting schedules on identified problem routes to allow for longer wait times at busy crosswalks.
 - Utilizing technology such as Global Positioning Systems (GPS), collision avoidance, electronic mirrors, and sensors, to assist operators in recognizing and avoiding pedestrians.
 - Maintain transit equipment and work with the Augusta, Georgia Departments to keep streetlights, signs, and other infrastructure in good repair to make sure drivers and pedestrians can see, hear, and respond to each other.

7.9 Infectious Diseases

Augusta Transit is committed to mitigating the spread of and exposure to infectious diseases. Federal Transit Administration guidance declares that under the Infrastructure Investment and Jobs Act (IIJA), transit agencies must comply with either Centers for Disease Control or State Department of Health guidelines and best practices regarding infectious diseases. Augusta Transit shall consider and implement these guidelines and best practices in the public transportation system as soon as practical after they are issued or amended.

The Contractor shall implement transit-specific best practices including the highest rated PPE and products for vehicle and facility sanitation and cleaning.

Augusta Transit management representatives responsible for infectious disease mitigation shall submit progress reports, with data, twice a year to the Safety Committee.

7.10 Collection of and Access to Data

Augusta Transit is responsible for collecting and reporting required safety data to the FTA, GDOT and law enforcement (Richmond County Sheriff). In order to perform its functions, the Safety Committee may have access to all safety data subject to the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 et seq. Safety Committee members may submit requests for and receive specific types of data for review by the Safety Committee.

Augusta Transit will provide, where possible, data upon request and in a timely manner to the Safety Committee. Collectively Safety Committee members may request data prior to beginning the annual process of reviewing and renewing the PTASP. Augusta Transit may prepare summaries of data in aggregate and provide this information to the Safety Committee.

Furthermore, in order to ensure the Safety Committee collectively has access to comprehensive safety data that considers frontline employee concerns, the processes for frontline workers to report safety concerns shall be easy to understand, quick to complete, and facilitated by Contractor staff.

7.11 Data Protection

The data disseminated during Safety Committee meetings may be sensitive, confidential and/or proprietary. Under no circumstances will any Safety Committee member be allowed to share this data with non-Safety Committee members. If necessary to comply with Federal, state, or local law, Augusta Transit or its Contractor will require Safety Committee members to sign non-disclosure or other agreements developed and/or approved by the Safety Committee to protect the sensitive, confidential and private information from public disclosure. Additionally, the unauthorized dissemination of any information shared, reviewed or presented to Safety Committee members in pursuance of their duties represents a violation of this restriction and may result in the suspension of the offending member/s from the Safety Committee.

7.12 Zero Emission Buses

As Augusta Transit meets its Climate Action Plan goals and moves towards a zero-emission fleet as envisioned in 49 USC 5339(c)(3)(D), the Safety Committee shall be informed on updates to the Climate Action Plan and Transition Plan periodically.

Members of the Safety Committee shall be given an opportunity to provide input and make recommendations to complement anticipated safety measures adopted in the procurement of zero-emission vehicles.

The Safety Committee shall meet as needed to ensure the safe integration of zero-emission vehicles into Augusta Transit revenue fleet. Augusta Transit to the extent allowed by law in partnership with its Contractor shall utilize and consider safety best practices as identified by the FTA, GDOT and Transit Workforce Center (TWC).

The Contractor will ensure that mechanics, technicians and other Contractor staff as needed working on electric engines and batteries and bus operators shall receive quality training and have access to high quality PPE specifically designed to ensure the safety of all and any workers in a high voltage work environment, whether they are inside a repair shop, operating a bus or responding to a bus breakdown.

A Safety Committee member represented by a labor organization shall have an officially designated position on the team responsible for developing and implementing training and safety protocols for workers in the transition to zero-emission vehicles by 12/31/2027 or when discussions regarding training begin whichever comes first. If there is a requirement of Safety Committee members for offsite visits to identify safety best practices the cost of such visit will be borne by the representative organization of the Safety Committee member.

PPE shall meet the requirements outlined in National Fire Protection Association (NFPA) 70E, as well as the best practices listed in the manufacturer's maintenance/repair manuals. The Contractor shall allocate sufficient resources in its budget for this PPE and all necessary training to ensure a safe work environment.

8 Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version will be preliminarily approved by the safety committee to be signed by the transit director and approved by the Augusta-Richmond County Commission. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. Augusta Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related entities.

All such documents will be maintained for a minimum of 3 years after they are created. Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Augusta Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Augusta Transit will review the PTASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that this PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Augusta Transit's annual Certifications and Assurances reporting to FTA.

The annual PTASP review will follow the update activities and schedule provided in **Table 6**.

Table 8 – Annual Review/Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Review Agency Operations											
Review SMS Documentation <ul style="list-style-type: none">• <i>Safety Policy</i>• <i>Risk Management</i>• <i>Safety Assurance</i>• <i>Safety Promotion</i>											
Review Previous Targets and Set or Continue Targets											
Report Targets to NTD, Metropolitan Planning Organization											
Make Any Necessary Adjustments to PTASP											
Update Version No., Adopt & Certify Plan Compliance											

Appendix A: Public Transportation Agency Safety Plan Relationship to Other Federal Laws and Regulations

1. Public Transportation Safety Program Rule - 49 USC § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for the FTA's administration of the Public Transportation Safety Program authorized by 49 USC § 5329. The rule establishes the FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a NPTSP.

National Public Transportation Safety Plan – Section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tolls, technical assistance, and other resources.

This Safety Plan was written in accordance with the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan Rule – 49 CFR Part 673

The FTA published a final rule for PTASP as authorized by MAP-21. This final rule requires States and certain operators of public transportation systems that receive federal financial assistance under Urbanized Area Formula Program (49 USC § 5307) to develop safety plans that include the processes and procedures to implement SMSs. Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management Rule – 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 CFR Part 625, condition assessments were performed as part of SRM and Safety Assurance activities. The results of TAM condition assessments and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of SRM. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of Safety Assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database Rule 49 USC 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries, and safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

I hereby certify on behalf of Augusta Transit, that on _____, 2026,
the Augusta-Richmond County Commission approved the enclosed Agency Safety Plan in
accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____

Appendix C: Incident & Injury Preventability Determination Guide

Item 4.



Incident & Injury Preventability Determination Guide

Determining Preventability

A GUIDE TO DETERMINING PREVENTABILITY OF INCIDENTS AND INJURIES

The heart of incident analysis is determining the root cause of the incident and whether it could have been avoided, based on the facts. The incident must be evaluated in light of all available facts that are pertinent to the cause of the incident. Digging out these facts can be achieved in many instances by a thorough investigation/analysis and reconstruction or examination of the incident sequence.

Each incident must be judged individually. Certain types will generally fall in the non-preventable category, and certain others, in the absence of extenuating circumstances and conditions, fall in the preventable category. The types of incidents listed below do not cover every incident that may occur, but they are intended to provide general guidance to assist in determining preventability and are generally accepted by the National Safety Council and the US Department of Transportation.

Determining preventability has nothing to do with who was legally "at fault" or who was "liable" or to blame for the incident.

Generally, an incident is preventable if the employee failed to follow company policies / safe-work practices and do everything *reasonable* to prevent the incident or injury from occurring.

When faced with a collision, the preventability determination is based on the following rule:

"It is the responsibility of a professional driver to drive in such a manner as to identify incident producing situations soon enough to take reasonable and prudent action to avoid such an incident." The key to this definition and rule is the word "reasonable."

The key factor in determining whether an incident is preventable, hinges solely on whether or not the incident could have been prevented or avoided by our driver – **not** who was **primarily** responsible or at fault.

The fact that the other driver violated a traffic code or rule of safe driving does not in itself excuse our driver.

To determine reasonableness, consider the following:

- Could the driver/worker identify the incident producing situation or potential for an incident?
- Did the driver/worker know what corrective action was necessary, having identified the incident producing situation or potential for an incident?
- Did the driver/worker follow established company policies/practices/protocols?
- Did the driver/worker take appropriate and prudent action to adjust his/her driving or work behaviors or actions in time to avoid the incident?

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts:

1. Unauthorized operation of equipment
2. Unauthorized performance of a job or task
3. Running - Horse Play
4. Not following established procedures
5. Bypassing or failure to use safety devices
6. Not using protective equipment
7. Under influence of drugs or alcohol

Unsafe Conditions:

1. Ergonomic hazards
2. Environmental hazards
3. Inadequate housekeeping
4. Blocked walkways
5. Improper or damaged Personal Protective Equipment (PPE)
6. Inadequate machine guarding
7. Inadequate maintenance of machines or tools

Non-preventable if:

1. Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.

Preventable if:

1. Incident or injury can be attributed to an unsafe act or unsafe condition.
2. Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process).
3. Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment.
4. Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective.
5. Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A: Struck in Rear by Other Vehicle:

Non-Preventable if:

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make turn.

Preventable if:

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver rolled back into vehicle behind while starting on grade.
4. Driver made sudden stop to avoid striking other vehicle in the rear.

B. Struck While Parked:

Non-Preventable if:

1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections:

Preventable if:

1. Driver failed to control speed so that he could stop within available clear sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection.
3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear:

Preventable if:

1. Driver failed to maintain safe following distance and have his vehicle under control.
2. Driver failed to keep track of traffic conditions and note slow downs.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting to move.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.
8. Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions:

Preventable if:

1. Driver was not entirely in his proper lane of travel.
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blockouts:

Preventable if:

1. Driver failed to yield right-of-way when necessary to avoid an accident.
2. Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents:

Preventable if:

1. Driver backed up when backing could have been avoided by better planning of his route.
2. Driver backed into traffic stream when such backing could have been avoided.
3. Driver failed to get out of vehicle and check proposed path of backward travel.
4. Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
5. Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles:

Preventable if:

1. Driver attempted to cross tracks directly ahead of train or streetcar.
2. Driver ran into side of train or streetcar.
3. Driver stopped or parked on or too close to tracks.
4. Driver disregarded warning lights or devices.
5. Driver failed to stop at crossing as required by regulations.

I. Incidents While Passing:**Preventable if:**

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic over-taking from rear.
6. Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed:**Preventable if:**

1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream:**Preventable if:**

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents:**Preventable if:**

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents:**Preventable if:**

1. Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
2. Defect was of a type which driver should have detected during the normal operation of the vehicle.
3. Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents:**Preventable if:**

1. Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
2. Driver failed to control speed so that he could stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right-of-way to avoid accident.
5. Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
6. Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-1 INCIDENTS - DETERMINING PREVENTABILITY

SCOPE: This policy affects all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to evaluate each incident according to our Defensive Driving or Safe Work Standards so that errors made in either driver performance or safe work practices will be recognized and corrected during retraining.

POLICY: It is the policy of this Company that each incident be evaluated on an individual, objective basis using the guidelines outlined here. MV Transportation, Inc. adheres to a very strict interpretation of the definitions of preventability and defensive driving. Realistically speaking, most incidents can be prevented by our drivers/employees through diligent application of our driving standards and safe work practices. MV drivers and employees are held to a high standard of care by the law and Company practice.

1.1 Definition of Preventable Incident – an incident where the driver could have, but failed, to properly identify an incident- producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

2.2 Definition of Defensive Driving - to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision. This is the MV Standard of Safe Driving Performance

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts: <ul style="list-style-type: none"> Unauthorized operation of equipment Unauthorized performance of a job or task Running - Horse Play Not following established procedures Bypassing or failure to use safety devices Not using protective equipment Under influence of drugs or alcohol 	Unsafe Conditions: <ul style="list-style-type: none"> Ergonomic hazards Environmental hazards Inadequate housekeeping Blocked walkways Improper or damaged Personal Protective Equipment (PPE) Inadequate machine guarding Inadequate maintenance of machines or tools
Non-preventable if: <ul style="list-style-type: none"> Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance. 	Preventable if: <ul style="list-style-type: none"> Incident or injury can be attributed to an unsafe act or unsafe condition. Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process). Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment. Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective. Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A. Struck in Rear by Other Vehicle:

<p>Non-Preventable if:</p> <ul style="list-style-type: none"> • Driver's vehicle was legally and properly parked. • Driver was proceeding in his own lane of traffic at a safe and lawful speed. • Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic. • Driver was in proper lane waiting to make turn. 	<p>Preventable if:</p> <ul style="list-style-type: none"> • Driver was passing slower traffic near an intersection and had to make sudden stop. • Driver made sudden stop to park, load, or unload. • Driver rolled back into vehicle behind while starting on grade. • Driver made sudden stop to avoid striking other vehicle in the rear.
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B. Struck While Parked: Non-Preventable if:

- Driver was properly parked in a location where parking was permitted.
- Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections: Preventable if:

- Driver failed to control speed so that he could stop within available clear sight distance.
- Driver failed to check cross-traffic and wait for it to clear before entering intersection.
- Driver pulled out from side street in the face of oncoming traffic.
- Driver collided with person, vehicle, or object while making right or left turn.
- Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear: Preventable if:

- Driver failed to maintain safe following distance and have his vehicle under control.
- Driver failed to keep track of traffic conditions and note slowdowns.
- Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
- Driver misjudged rate of overtaking.
- Driver came too close before pulling out to pass.
- Driver failed to wait for car ahead to move into the clear before starting to move.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.
- Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions: Preventable if:

- Driver was not entirely in his proper lane of travel.
- Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blackouts: Preventable if:

- Driver failed to yield right-of-way when necessary to avoid an accident.
- Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents: Preventable if:

- Driver backed up when backing could have been avoided by better planning of his route.
- Driver backed into traffic stream when such backing could have been avoided.
- Driver failed to get out of vehicle and check proposed path of backward travel.
- Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
- Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles: Preventable if:

- Driver attempted to cross tracks directly ahead of train or streetcar.
- Driver ran into side of train or streetcar.
- Driver stopped or parked on or too close to tracks.
- Driver disregarded warning lights or devices.
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- Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic over-taking from rear.
- Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed: Preventable if:

- Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream: Preventable if:

- Driver failed to signal when pulling out from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from side street, alley or driveway.
- Driver failed to make full stop before crossing sidewalk.
- Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents: Preventable if:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents: Preventable if:

- Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
- Defect was of a type which driver should have detected during the normal operation of the vehicle.
- Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents: Preventable if:

- Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
- Driver failed to control speed so that he could stop within assured clear distance.
- Driver misjudged available clearance.

- Driver failed to yield right-of-way to avoid accident.
- Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
- Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Date Filed / Revision Date	Description of Change
10/2019	Updated format.



Appendix D: Accident/Incident Reporting Procedures

Item 4.

MV TRANSPORTATION CLAIMS GUIDELINES

Accident/Incident Reporting Procedures

PURPOSE: TO ENSURE ACCURATE AND TIMELY INCIDENT REPORTING

POLICY: As a General Manager, you are responsible to ensure prompt and accurate reporting of all incidents per this company policy/procedure. *Your responsibilities do not include handling or attempting to settle any claims or potential lawsuits – that's the responsibility of MV's Risk Management Department and MV's insurance companies.*

An **Incident** is any MV mishap involving a MV employee, MV passenger, MV vehicle, MV equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment. *This includes alleged incidents which are claimed to be caused by a MV employee, vehicle, or equipment; even though the MV employee, vehicle, or equipment is not affected.*

If the incident involves injury requiring medical attention, dispatcher immediately phones 911 to have an ambulance/EMS dispatched to the scene. Dispatcher logs their name and the date and time of the 911 call. Forward the call log to Risk Management with the division report.

This procedure applies to all MV losses (other than Workers' Compensation) to include:

- Vehicular collision with any person, vehicle, or object
- Passenger/Customer/Client Incident/Injury
- MV Vehicle Physical Damage (including unknown yard physical damage)
- MV Property (buildings/contents) Losses (fire, tornado, flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of MV vehicles, equipment, or property

When an incident could have been avoided, it was a preventable loss. MV Safety investigates "major" preventable incidents (see below for definition) to determine cause; and monitors preventable incidents to spot trends and to determine the trends' root causes. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations.

INCIDENT TYPES

Major – An incident involving a transit vehicle or occurring on MV property involving one or more of the following:

- Fatality
- Pedestrian or Bicyclist incident/injury
- Passenger incident/injury involving lift
- Passenger incident/injury while entering/exiting vehicle
- Passenger incident/injury involving improper securement
- MV Operator is cited for a moving violation
- Any injury (including to MV Operator) requiring immediate medical attention away from the scene
- Property damage equal to or exceeding \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment/maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor – All other incidents that do not meet the definition of a "major" incident.

Incident Reporting Procedure

***All MV incidents shall be immediately reported from the scene.
Operator at scene shall immediately contact Dispatch and provide incident details.
Dispatch shall immediately report the incident to the 24-Hour Teleplus, (800) 831-0294.***

An initial Accident/Incident ClaimLine Information Sheet is completed to assist with gathering the details and to aid in the verbal phone notification. After the phone notification, immediately scan and upload your Division's claim folder on OneDrive and e-mail this report to claims@mvtransit.com

If a “major” incident, General Manager or designee submits a “High Priority Event Notification.”

NOTES:

- ***The only information given by MV employees should be to Police Officers present at the scene of the incident.*** Operator does not discuss incident/loss with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.
- ***Refer all other parties to Jeff Womack and Risk Management to handle any public and/or media questions.*** For these situations, please make sure you can provide Risk Management and Jeff Womack with the name and phone number of the inquiring party. If necessary, Risk Management will involve the Director of Media Relations to communicate to the public and/or media.

Incident/Accident/Loss Procedures

Topic 1 Pre-Planning.

- 1.1 General Managers/Dispatchers must be aware of all sources of assistance in handling incidents/losses. Before an incident/loss occurs, have contacts on hand for:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies

MV Risk Management staff and MV Safety staff are excellent sources for help. Have their telephone numbers available.

- 1.2 General Managers post their home telephone numbers and cell phone numbers so they can be called when an emergency occurs. Emergency Telephone Numbers shall be posted next to all MV telephones and shall be available at all supervisors' home telephones. This should include a list of local and MV telephone numbers used in controlling emergencies.
- 1.3 **Prominently place "reporting" decals in MV vehicles.** The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour Teleplus, (800) 831-0294." Place these stickers on the dash and on the driver-side sun visor.
- 1.4 **Equip MV vehicles with 3 bi-directional emergency reflective triangles (not flares). Equip MV vehicles with Incident Reporting Packets and color disposable flash cameras.** Equip MV vehicles with a fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more. To order replacement incident reporting packets and cameras, go onto Portal, under Procedures and Forms, and under Risk Management – there is an Incident Reporting Packets bullet point. Click on that bullet point, complete your order information, and submit your order.

Topic 2. Incident/Loss Occurs.

- 2.1 **MV Operator: If involved in an incident with an unattended vehicle,** first try to locate the owner. If the owner cannot be located, Operator securely leaves a note on the vehicle with his/her name and address, and the company/division's name, address and phone number. Operator obtains the vehicle identification number and license plate number of the other vehicle, and includes that information when reporting the incident. An Incident Reporting Packet which includes a color disposable flash camera is supplied to Operator. Operator takes pictures of damages. Operator delivers used camera to General Manager/Dispatcher.
- 2.2 **MV Operator: If involved in a Hit and Run Incident** while on the job or in a company-owned vehicle and you record/obtain the adverse vehicle's license plate number or capture picture of adverse vehicle via DriveCam and/or Secondary Camera, it is mandatory that the police are called and an incident report is filled out and filed with them. Once this is completed, please forward this information to Risk Management.
- 2.3 **MV Operator: If otherwise involved in a vehicular incident,** Operator exercises on-scene emergency control until properly relieved by a supervisor or company official. Control will be directed to prevent further threat to human life, damage to the environment, and/or damage to property. For traffic control and to protect others:
 1. Stop immediately and shut down vehicle (shift transmission into park, or neutral, shut off engine and set parking brakes).
 2. Turn on four-way flashers.
 3. **As soon as possible, but in any event within ten minutes, place emergency reflective triangles.**
 4. Detour nonessential traffic.
 5. Notify police/fire/ambulance. If necessary, direct a passerby to notify the proper authorities. Be sure to indicate if there are injured people at the emergency scene. Do not leave the scene except in an extreme emergency.
 6. Do not move MV vehicle (unless there is a fire or spillage that may spread) until authorities arrive.
 7. Do not allow any other vehicles to be moved until someone in authority arrives to verify the positions of the vehicles and the lengths and positions of skid marks. Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire.
 8. If safe, extinguish any controllable fire and/or shut off any leak.
 9. Assist injured or endangered persons, but do not move them or permit them to get up unless absolutely necessary. Keep them warm and quiet until emergency help arrives.
 10. Prevent fires by turning off ignitions, disconnecting battery cables, prohibiting smoking, or taking any other indicated action.
 11. Prevent contact with spilled materials.
 12. Do not touch (or permit others to touch) vehicles/objects in contact with downed power lines. Keep occupants in vehicles.
 13. Keep sightseers back/away from emergency scene.
 14. **Follow the Incident Handling Procedure/Instructions contained in the Incident Reporting Packet.**

Topic 3. **REPORT INCIDENT/LOSS TO DISPATCH AND 24-HOUR CLAIMLINE, Teleplus. IF INJURY, PHONE 911 TO HAVE AMBULANCE/EMS DISPATCHED TO SCENE.**

MV Operator at scene shall immediately contact Dispatch. If the incident involves injury requiring medical attention, dispatcher immediately phones 911 to have an ambulance/EMS dispatched to the scene. Dispatcher logs their name and the date and time of the 911 call. Dispatcher shall then report the incident to the 24-Hour Teleplus, (800) 831-0294. Dispatcher shall forward the 911 call log to Risk Management with the division report. Operator should never try to handle things alone. Call while the emergency is small and controllable. Dispatch shall provide a telephone number at which the Operator can be contacted. Usually this is the Dispatch number. Dispatch and Operator shall stay in telephone contact with the 24-Hour Teleplus until released.

Topic 4. Operator Takes Pictures of Scene and Damages.

MV vehicles are equipped with color disposable flash cameras. Photograph the causes of the incident. Photograph the incident scene before vehicles are towed or moved. Include surrounding landmarks in the pictures. If skid marks are long, start photographing 150 feet before skid marks begin and continue as you walk closer to the vehicle. Photograph vehicles, including points of impact, damaged areas, undamaged areas, and spilled materials. Do not photograph bloody or gory details. Make a sketch of the scene before any vehicles are moved. The important thing is to show the positions of the vehicles as they approached the scene and where they were following the collision.

Topic 5. Equipment Recovery.

Division ensures proper damaged equipment handling and securement.

Topic 6. Operator Identifies Himself/Herself.

Operator gives any other involved party his/her name, division name, division address, and division phone number; and if requested, insurance information from Insurance Identification Card located in glove box.

Topic 7. Operator Provides Local Authorities and Emergency Responders Details of Incident/Loss.

- 7.1 Operator obtains any reports from authorities/police or emergency responders that must be completed.
- 7.2 Operator cooperates with police officials, but does not admit any responsibility to anyone except MV Risk Management personnel, MV Safety personnel, and/or MV Third-Party Claims Administrator personnel.
- 7.3 Operator does not give a formal statement (written or recorded) to anyone until Operator has contacted MV Risk Management, and then, not unless approved by MV Risk Management. However, you should cooperate with local and State Law enforcement. Operator never discusses incident with reporters. Supervisor who may respond will support this.
- 7.4 Operator always notifies the police, no matter how minor an incident or collision may seem to be, even if it's just a minor "fender bender." Always report it to the police. If other party just wants to exchange information and not call the police, Operator calls in a report anyway.

Topic 8. Operator Obtains Names and Addresses of Witnesses.

- 8.1 Operator gets names and addresses of all witnesses to the incident using Courtesy Information Cards contained in Incident Reporting Packet.
- 8.2 Operator does not discuss incident with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.

Topic 9. Operator Completes Incident Report.

Operator completes "Incident Report" before leaving the incident scene. This report is critical, as it captures MV information, third-party claimant information, client/passenger information, police information, an incident description, an incident diagram, etc.

Topic 10. Operator Delivers Incident Report, Used Camera, Courtesy Information Cards, and any other Incident Reporting Packet Items to General Manager/Dispatcher.

Operator gives General Manager/Dispatcher Incident Report, Courtesy Information Cards, used camera, diagrams, sketches, etc.

Topic 11. General Manager/Dispatcher Forwards Items to MV Risk Management.

- 11.1 General Manager/Dispatcher immediately scans and uploads items to your Division's claim folder on OneDrive. General Managers retain originals for his/her records. Several other reports may be completed from the information on these items, so it is important that the information is complete and accurate.
- 11.2 General Manager gets camera film developed as soon as possible. General Manager forwards via overnight mail the prints and film negatives to **MV Risk Management, 2024 College Street, Elk Horn, IA 51531. Digital photos should be uploaded to** your Division's claim folder on OneDrive
- 11.3 **General Manager/Dispatcher ensures that safety items in MV vehicles are immediately replaced/recharged prior to next dispatch: Incident Reporting Packet with color disposable flash camera, fire extinguisher, 3 bi-directional emergency reflective triangles, etc.**

Topic 12. Loss Handling.

- 12.1 MV Risk Management directs loss handling. General Managers ensure that all losses are immediately and properly reported. MV Risk Management or MV's Third-Party Claims Administrator initiates all claim filings. Except for thefts, break-ins, and stolen vehicles, General Managers shall not file reports or other information with local, state or federal authorities.
- 12.2 Whenever there is any possibility of serious liability, the General Manager:
 - a. Sends complete maintenance file on the vehicle to MV Risk Management
 - b. Sends Operator's logs/time sheets to MV Risk Management
 - c. Prints electronic control module data (if applicable) and sends to MV Risk Management
 - d. Ensures DriveCam event and/or Secondary Camera video (if applicable) is obtained and uploaded to your Division's claim folder on OneDrive

Topic 13. Damaged Equipment.

- 13.1 **A. Probable Total Losses** – General Manager will notify Insurance Analyst, Adrian Chapa, at 972-391-4652. If the damage was caused by an adverse Third Party, obtain repair estimate, Division report and photos and upload to your Division's claim folder on OneDrive and e-mails it to claims@mvtransit.com. MV Risk Management contacts Fleet Response to handle recovery for total loss. General Manager obtains approval from MV Risk Management (Adrian Chapa) before selling salvage. When General Manager receives salvage proceeds, General Manager faxes copy of check to MV Risk Management and forwards check to Accounts Receivable utilizing the applicable MV Lockbox Remittance Form.

B. Repairable Losses – General Manager contacts Maintenance Manager. Maintenance Manager authorizes and controls all repairs following maintenance protocols. If the damage was caused by a responsible Third Party, the division report, photos and estimate should be uploaded to your Division's claim folder on OneDrive
- 13.2 General Manager approves all MV vehicle repair invoices. General Manager codes vehicle repair invoices to **GL#7090; GL#7091; or GL#6150**. General Manager forwards approved and coded MV vehicle repair invoices to Accounts Payable.

The following information explains what GL code to assign and what additional information will be required to avoid delaying payment.

- a) **7090 Collision** – This GL number should be used for all MV vehicle repairs made and parts purchased due to some type of collision when repairs are performed by an outside vendor. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent AP from processing the invoice for payment and will delay timely payment to the repair vendor.

- b) **7091 Body Repair Parts** – This GL number should be used for all MV parts purchased due to some type of collision when repairs are performed internally by MV. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent AP from approving the invoice for payment and will delay timely payment to the parts vendor.
- c) **6150 Outside Services** – This GL number should be used for all MV vehicle body repairs made and/or parts purchased due to wear and tear over time. Examples would be rusted areas and faded paint. Repairs made to a vehicle that was purchased with pre-existing damage can also be coded to this GL number. An explanation will be required for each vehicle body repair invoice that is coded to this GL number. **Invoices coded “6150” do not require a MV Risk Management internal claim number.**

MV VEHICLE REPAIRS (MV DAMAGE)

Effective 1/1/08, the division is responsible for the full amount of the repairs.

MV DAMAGE SUBROGATION

- 13.3 If it is possible that MV can collect for damages caused by a responsible third party, General Manager scans all information related to the incident to your Division's claim folder on OneDrive and send emails to claims@mvtransit.com. If the MV employee is injured, please send all Subrogation documents to workerscomp@mvtransit.com.
- 13.4 Obtain a repair estimate and submit the estimate and photographs of the damage to Risk Management. These items will be used as documentation for MV's subrogation demand.
- 13.5 In addition to the damages, MV Risk Management will also attempt to collect "loss of use" from the responsible third party.
- 13.6 MV Risk Management compiles a formal claim for damages for submission to the responsible party. MV Risk Management follows up on collection. Damages and/or loss of use recovered through subrogation efforts will be credited to the division.
- 13.7 If an insurance company or its representative requests repair cost information, General Manager refers that person to MV Risk Management. *Do not release cost information.*

Topic 14. Alleged Equipment/Maintenance Failure.

Claims of equipment or maintenance failure are always referred to as "alleged" failure until an inspection of suspect systems by qualified personnel verifies or denies such claims. The following steps are followed in instances of alleged equipment or maintenance failure:

1. If Operator alleges a failure, contact MV Risk Management immediately.
2. Arrange to have vehicle towed to nearest MV division or area where vehicle can be secured. Do not let vehicle be driven.
3. Secure vehicle. Don't let anyone tamper with vehicle, including MV personnel.
4. Call MV Risk Management to direct investigation activity.
5. MV Risk Management will set up inspection with manufacturer's representative, expert (if applicable), and MV personnel.
6. Notify and coordinate inspection with field personnel.
7. Assist in the inspection of vehicle at formal inspection.
8. Send complete maintenance file on vehicle to MV Risk Management.
9. Send Operator's logs/time sheets to MV Risk Management.
10. Print electronic control module data and send to MV Risk Management.
11. Risk Management ensures DriveCam event and/or Secondary Camera video (if applicable) is obtained.

Topic 15. Stolen MV Vehicle.

- 15.1 General Manager/Dispatcher immediately reports loss to MV Risk Management.
- 15.2 General Manager/Dispatcher immediately reports the loss to local police authorities. Direct the police authorities to enter the stolen vehicle on the NCIC. Note: If vehicle is ultimately recovered, General Manager/Dispatcher immediately reports recovery to local police authorities, and directs them to remove from the NCIC; and General Manager/Dispatcher immediately reports recovery to MV Risk Management.
- 15.3 General Manager obtains a copy of police report and faxes it to MV Risk Management.
- 15.4 Instruct MV Operators on the following: a) If anyone tries to take a vehicle, let them have it. Do not get into an altercation with them. b) If a vehicle is taken or is missing, immediately phone MV Risk Management. c) Report any suspicious activity to General Manager/Dispatcher.
- 15.5 Depending on the circumstances regarding the missing vehicle, MV Risk Management may notify FBI, appropriate state Highway Patrol, FTA, and Federal DOT.

Topic 16. Break-Ins and other Property Losses.

- 16.1 General Manager/Dispatcher immediately reports loss to MV Risk Management.
- 16.2 General Manager/Dispatcher immediately reports loss to local police authorities.
- 16.3 General Manager obtains a copy of police report and faxes it to MV Risk Management.

Topic 17. Post-Loss Procedures, Reports, and Correspondence.

- 17.1 General Manager forwards all correspondence relating to an incident/loss to your Division's claim folder on OneDrive. General Manager identifies the correspondence to MV Risk Management by indicating the Claim number, Operator's name and the date of the loss.
- 17.2 If lawsuit papers are received, General Manager immediately scans and e-mails the papers to: LPM, MV Risk Management (Jennifer.Fleming@mvtransit.com), stating the person served and the date and time of service. The Liability Program Manager of Risk Management can also be reached by telephone at **(972) 391-4664e**.

Infrastructure Systems Management, LLC

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**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

*"Civil & Construction Engineering Services"***INVOICE NO.: 26APRD0201****7.27.2026****BILL TO:**

Ms. Tameka D. Williams
Director – Recreation & Parks
2027 Lumpkin Road
Augusta, GA 30906

PROJECT NO.: 26APRD02

PROJECT DESCRIPTION: Out of Scope Services for
Augusta Recreation & Parks Department (Year 2023 –
2026). (See Detail Attachments).

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 LS	Big Oak Park Improvements	\$86,390.74	\$86,390.74
1 LS	Diamond Lakes Maintenance Investigation and Improvements - 1	\$69,511.20	\$69,511.20
1 LS	Diamond Lakes Sidewalk Design – 2 <i>(Invoice Already Submitted)</i>	\$0.00	\$0.00
1 LS	Henry Brigham Center Construction Project	\$26,328.00	\$26,328.00
1 LS	Jamestown Community Center Improvements	\$33,265.25	\$33,265.25
1 LS	Fleming Tennis Center Improvements	\$40,000.00	\$40,000.00
1 LS	Newman Tennis Center Improvements	\$104,700.00	\$104,700.00
1 LS	Park Utilization Project Appraisals	\$19,600.00	\$19,600.00
TOTAL			\$379,795.19

TOTAL DUE BY 8.24.2026

Thank you for your business!



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

BIG OAK PARK OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	1/15/24	Surveying	\$ 13,950.00
2	1/26/24	Design Services (Preliminary and Final Design)	\$ 74.66
3	2/23/24	Design Services (Preliminary and Final Design)	\$ 15,600.00
4	5/6/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
5	6/6/24	Design Services (Preliminary and Final Design)	\$ 7,800.00
6	7/2/24	Design Services (Preliminary and Final Design)	\$ 7,800.00
7	11/2/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
8	3/3/25	Design Services (Preliminary and Final Design)	\$ 7,457.33
9	4/1/25	Design Services (Preliminary and Final Design)	\$ 8,443.02
10	5/5/25	Design Services (Preliminary and Final Design)	\$ 227.75
11	6/10/25	Design Services (Preliminary and Final Design)	\$ 288.46
12	7/31/25	Design Services (Preliminary and Final Design)	\$ 239.28
13	11/3/25	Design Services (Preliminary and Final Design)	\$ 598.43
14	12/3/25	Design Services (Preliminary and Final Design)	\$ 478.74
15	12/30/25	Design Services (Preliminary and Final Design)	\$ 718.11
16	2/26/26	Design Services (Preliminary and Final Design)	\$ 1,196.85



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

BIG OAK PARK OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
17	4/1/26	Design Services (Preliminary and Final Design)	\$ 718.11

TOTAL: \$ 86,390.74



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

DIAMOND LAKES OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	12/31/22	Maintenance of Lighting	\$ 34,711.20
2	3/7/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 6,389.52
3	3/31/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 1,614.48
4	4/28/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 12,876.00
5	5/26/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 5,220.00
6	7/30/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 8,700.00

TOTAL: \$ 69,511.20



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

DIAMOND LAKES OUT OF SCOPE SERVICES - 2			
NO.	DATE	DESCRIPTION	COST
1	3/12/26	Diamond Lakes 8'-0" Sidewalk Design	\$ 132,927.83

TOTAL: \$ 132,927.83



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

HENRY BRIGHAM OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	2/10/23	Soil Boring, Analysis, and Report	\$ 2,750.00
2	2/28/23	Special Inspection and Testing	\$ 2,924.00
3	3/31/23	Special Inspection and Testing	\$ 5,250.00
4	4/30/23	Special Inspection and Testing	\$ 2,161.00
5	5/31/23	Special Inspection and Testing	\$ 3,742.00
6	6/30/23	Special Inspection and Testing	\$ 957.00
7	7/31/23	Special Inspection and Testing	\$ 1,681.00
8	8/31/23	Special Inspection and Testing	\$ 1,753.00
9	11/30/23	Special Inspection and Testing	\$ 1,170.00
10	12/31/23	Special Inspection and Testing	\$ 520.00
11	1/31/24	Special Inspection and Testing	\$ 510.00
12	3/31/24	Special Inspection and Testing	\$ 2,910.00

TOTAL: \$ 26,328.00



JAMESTOWN COMMUNITY CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	8/31/23	Special Inspection and Testing	\$ 450.00
2	11/30/23	Special Inspection and Testing	\$ 1,000.00
3	12/31/23	Special Inspection and Testing	\$ 1,450.00
4	1/31/24	Special Inspection and Testing	\$ 775.00
5	3/31/24	Special Inspection and Testing	\$ 1,336.00
6	5/31/24	Special Inspection and Testing	\$ 1,561.00
7	6/30/24	Special Inspection and Testing	\$ 775.00
8	7/31/24	Special Inspection and Testing	\$ 1,575.00
9	9/30/24	Special Inspection and Testing	\$ 1,000.00
10	9/30/24	Special Inspection and Testing	\$ 1,000.00
11	11/30/24	Special Inspection and Testing	\$ 1,450.00
12	12/31/24	Special Inspection and Testing	\$ 1,786.00
13	1/31/25	Special Inspection and Testing	\$ 1,000.00
14	2/28/25	Special Inspection and Testing	\$ 1,225.00
15	5/8/25	Design Plan Revision	\$ 1,316.25
16	5/31/25	Special Inspection and Testing	\$ 2,145.00
17	6/30/25	Special Inspection and Testing	\$ 1,000.00

JAMESTOWN COMMUNITY CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
18	7/31/25	Special Inspection and Testing	\$ 1,000.00
19	8/31/25	Special Inspection and Testing	\$ 1,706.00
20	9/30/25	Special Inspection and Testing	\$ 1,120.00
21	11/30/25	Special Inspection and Testing	\$ 1,196.00
22	2/28/26	Special Inspection and Testing	\$ 1,776.00
23	3/31/26	Special Inspection and Testing	\$ 3,553.00
24	4/30/26	Special Inspection and Testing	\$ 2,070.00

TOTAL: \$ 33,265.25



**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

FLEMING TENNIS CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	4/2/24	Design Services (Preliminary and Final Design)	\$ 1,600.00
2	5/6/24	Design Services (Preliminary and Final Design)	\$ 8,800.00
3	6/6/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
4	7/2/24	Design Services (Preliminary and Final Design)	\$ 2,400.00
5	8/2/24	Design Services (Preliminary and Final Design)	\$ 10,800.00
6	9/3/24	Design Services (Preliminary and Final Design)	\$ 6,000.00

TOTAL: \$ 40,000.00



NEWMAN TENNIS CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	4/2/24	Design Services (Preliminary and Final Design)	\$ 1,000.00
2	5/6/24	Design Services (Preliminary and Final Design)	\$ 11,910.00
3	6/6/24	Design Services (Preliminary and Final Design)	\$ 2,810.00
4	7/2/24	Design Services (Preliminary and Final Design)	\$ 3,880.00
5	8/2/24	Design Services (Preliminary and Final Design)	\$ 4,850.00
6	9/3/24	Design Services (Preliminary and Final Design)	\$ 4,850.00
7	9/5/25	Design Services (Preliminary and Final Design)	\$ 12,610.00
8	10/1/25	Design Services (Preliminary and Final Design)	\$ 5,820.00
9	11/3/25	Design Services (Preliminary and Final Design)	\$ 970.00
10	2/2/26	Design Services (Preliminary and Final Design)	\$ 9,700.00
11	2/26/26	Design Services (Preliminary and Final Design)	\$ 9,700.00
12	5/4/26	Design Services (Preliminary and Final Design)	\$ 12,350.00
13	6/3/26	Design Services (Preliminary and Final Design)	\$ 4,850.00
14	7/16/26	Design Services (Preliminary and Final Design)	\$ 19,400.00

TOTAL: \$ 104,700.00



**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Park Utilization Appraisals			
NO.	DATE	DESCRIPTION	COST
1	3/2/26	Appaisals for Parks (9)	\$ 19,600.00

TOTAL: \$ 19,600.00



Public Services Committee

Meeting Date: October 27, 2026

Approve Additional Funding for ISM Services

Department:	Recreation & Parks
Presenter:	Tameka Williams, Director
Caption:	Motion to approve additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026).
Background:	On August 2, 2022, Augusta, Georgia entered into an agreement with Infrastructure Systems Management, LLC (ISM) to provide consultant services in support of capital project planning, management, and execution for the Augusta Recreation & Parks Department. The agreement has been renewed annually. Renewal for the final Year 5 is in process.
Analysis:	During the contract term, the department needed services beyond the agreement's scope on several projects, including design and/or testing for Big Oak Park, Newman Tennis Center, Jamestown Community Center, Fleming Tennis Center, Henry Brigham Center, and Diamond Lakes Regional Park, and appraisals for the parks utilization study. Department staff authorized ISM to engage subcontractors to perform this work, but funds were not added to the contract. In August 2026, ISM submitted a summary of 69 out-of-scope subcontractor invoices totaling \$379,795.19 for work performed between 2022 and 2026. This request is to approve payment to settle these outstanding invoices.
Financial Impact:	The total cost of the out-of-scope services is \$379,795.19. Funds are available from Recreation's American Rescue Plan Act project recaptures.
Alternatives:	No alternatives are recommended.
Recommendation:	Approve additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026).
Funds are available in the following accounts:	230101110-6011110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee Meeting

Meeting Date:

2026 – Utilities Vehicle Purchases

Department: Central Services – Fleet Management

Presenter: Horace Green; Central Services Director

Caption: Motion to approve the purchase of eight vehicles, at a total cost of \$357,187.90, from Akins Ford Dodge for the Utilities Department. Seven of the vehicles are replacements and one vehicle is a new request utilizing GA statewide contract.

Background: The Utilities Department requests the purchase of eight vehicles for various divisions. Fleet staff located eight suitable vehicles on GA statewide contract holder, Akins Ford Dodge vehicle lot.

Akins Dodge Ford is holding the eight vehicles until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase orders and submit it to the vendor for delivery of the asset purchases.

Division	Current Asset	New Asset	Akins Ford Dodge	Akins Ford Dodge-Upfit	Total	Funding Source
Metering	206061	2026 Ford F150 Reg Cab	\$36,287.00	\$ 1,789.00	\$38,076.00	506-04-3210/ 54-22210
Metering	206056	2026 Ford F150 Reg Cab	\$36,287.00	\$ 1,789.00	\$38,076.00	506-04-3210/ 54-22210
Metering	208145	2026 Ford F150 Reg Cab	\$36,287.00	\$ 1,789.00	\$38,076.00	506-04-3210/ 54-22210
Metering	F00148	2026 Ford F150 Ext Cab	\$46,039.00	\$ 1,789.00	\$47,828.00	506-04-3210/ 54-22210
Facilities Maint	203189	2026 Ford F150 Ext Cab	\$46,848.00	\$ 1,789.00	\$48,637.00	506-04-3580/ 54-22210
Facilities Maint	F02319	2026 Ford F150 Ext Cab	\$46,848.00	\$ 1,789.00	\$48,637.00	506-04-3580/ 54-22210
Facilities Maint	n/a	2026 Ford Cargo Van	\$48,820.90	n/a	\$48,820.90	506-04-3580/ 54-22210
Filter Plant	219187	2026 Ford F150 Ext Cab	\$47,248.00	\$ 1,789.00	\$49,037.00	506-04-3540/ 54-22210

The Facilities Maintenance division is requesting the purchase of a new cargo van to transport IT materials and personnel to and from work sites for maintenance, repairs and upgrades to the SCADA system.

The other seven vehicle purchases are replacements and meet the Fleet Management, Operations, Maintenance and Replacement Policy criteria.

- Metering (4)
- Facilities Maintenance (2)
- Fort Gordon (1)

Analysis: The Procurement Department approved the request and issued a letter of intent to purchase the eight vehicles utilizing department funds and GMA Lease program

.

Financial Impact: Utilities-Metering Funds – (506-04-3210/54-22210) - \$162,056.00

Utilities-Filter Plant Funds – (506-04-3540/54-22210) - \$49,037.00

Utilities-Facilities Maintenance – (506-04-3580/54-22210) - \$146,094.90

Alternatives (1) Approve (2) Do not approve

Recommendation : Motion to approve the purchase of eight vehicles, at a total cost of \$357,187.90, from Akins Ford Dodge for the Utilities Department. Seven of the vehicles are replacements and one vehicle is a new request.

REVIEWED N/A
AND
APPROVED BY:

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director**LETTER OF INTENT TO PURCHASE VEHICLE FROM AKINS FORD DODGE**

This letter of intent dated, **August 4, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **One (1) 2026 Ford F150** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000183
Vehicles: 2026 Dodge Durango Pursuit

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Akins Ford Dodge (Attn: Savanna Waters)
220 W. May Street, Widner, GA 30680
3. **Vehicles Total Purchase Price:** \$49,037.00
4. **Source:** Georgia Statewide Contract Number: **99999-001-SPD0000183**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Each
One (1)	Utilities Department – Filer Plant Division	\$49,037.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Andy Penick, Director, Procurement 
FROM: Horace Green, Director, Central Services
DATE: July 30, 2026 
SUBJECT: Request LOI to purchase 1 vehicle for the Utilities Department

Central Services-Fleet Management requests an LOI to purchase 1 vehicle for the Utilities Department Filter Plant division. Fleet staff located a suitable vehicle on the GA statewide contract holder Akins Ford Dodge vehicle lot.

(1) - 2026 Ford F150 - \$49,037.00

Akins Dodge Ford is holding the vehicle until Augusta Commission has approved the order. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchase. Funding is available in Utilities account 506-04-3540/54.22210.

220 W. May St
Winder, GA 30680



Phone 770-867-9136
Fax 770-868-5219

Date: 7/30/2026

AUGUSTA GEORGIA

Quoted By: Savanna Waters

QUOTE DATE	QTY	Description	AMOUNT	Pmts	Balance Due
7/30/2026	1	2026 F-150 EXTENDED CAB 4X4 5.0L V8, RUNNING BOARDS, TOW PACKAGE ON ORDER- ETA: 11/15/26	\$47,098.00		
		AKINS UPFIT	1,789.00		
		DELIVERY	150.00		
Current		30 Days		AMOUNT DUE	
60 Days		90 Days			
				\$49,037.00	



Supplier Information Sheet

Contract Description		Administrative Vehicles	
Statewide Contract Number		99999-SPD-SPD0000218-0005	
Supplier ID Number		0000060486	
Supplier Name		Akins Ford LLC	
Effective Date	June 16, 2025	Expiration Date	June 15, 2027
Number of Suppliers Awarded	15	Contract Type:	Mandatory
Table of Contents			Page Number
Supplier Information			2
General Contract Information			3
Ordering Instructions			4
Where to Find Additional Attachments			5
Renewals / Extensions / Amendments			6
NIGP Codes			7
DOAS Contact Information			8

Supplier and Contract Information

Supplier Name & Address

Akins Ford LLC
220 W. May Street
Winder, GA 30680

Supplier Website:

<https://www.akersford.com/>

Primary Supplier Contact

Name: Jessica Farriba
Email: jfarriba@akinonline.com
Phone Number: 678-227-3797

Alternate Supplier Contact

Name: Savanna Waters
Email: ssorrells@akinonline.com
Phone Number: 6678-409-7412

General Supplier Email:

governmentsales@akinonline.com

Contract Details

Remittance Address

Akins Ford LLC
PO Box 280
Winder, GA 30680

Pricing Structure

New Vehicles: % off MSRP
New Vehicle Add-Ons: % off MSRP
Used Vehicles: Black Book Value or Less

Delivery Days

The supplier is responsible for communicating with an authorized user about the production window, delivery to the dealer lot from the manufacturer, and delivery dates to the customer.

Payment Terms

Net 30

Authorized Users

State and Local Government

Acceptable Ordering Method

Purchase Orders

Acceptable Payment Method

ACH, Check



Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM AKINS FORD DODGE

This letter of intent dated, **July 6, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **seven (7) 2026 vehicles** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000183

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Akins Ford Dodge (Attn: Savannah)
220 W. May Street, Widner, GA 30680
3. **Vehicles Total Purchase Price:** \$297,416.90
4. **Source:** Georgia Statewide Contract Number: **99999-001-SPD0000183**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Vehicle	Department	Division	Price
Three (3)	2026 Ford – F150 Reg Cab	Utilities	Metering	\$36,287.00
One (1)	2026 Ford – F150 Ext Cab	Utilities	Metering	\$46,039.00
One (1)	2026 Ford – F150 Ext Cab	Utilities	Fac. Maintenance	\$46,848.00
One (1)	2023 Ford Ranger	Utilities	Fac. Maintenance	\$46,848.00
One (1)	2026 Ford Cargo Van	Utilities	Fac. Maintenance	\$48,820.90

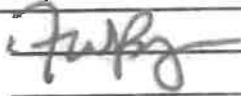
A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

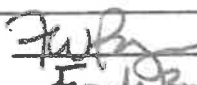
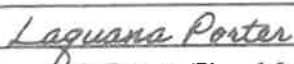
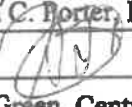
Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes

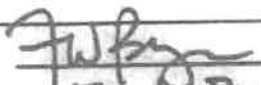
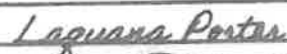
**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Utilities-Customer Service</u>	Date: <u>19-May-26</u>	
Org Key: <u>506-04-3210</u>		
Vehicle Description: <u>2006 Ford E250</u>	Asset Number: <u>206061</u>	
Assigned Use:	Used to transport supplies and equipment to repair water meters.	
Signature of Director/Elected Official: 		
Name of Director/Elected Official: _____		
Purchase Date: <u>7/3/2006</u>		
Purchase Price: <u>\$18,084.00</u>		
Current Mileage: <u>186,275</u>	N/A	
Current Hours: _____		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	18	186,275
Type of Service	3	
M&R Cost	5	146% or \$26,507.86 work orders
Reliability	5	Needs a transmission replacement
Condition	5	Age, wear and tear
Total Score	36	
Fleet Manager Recommendation:		
The mileage is 186,275 and the potential replacement mileage is 175K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle was diagnosed to need a transmission replacement estimated at \$4,158 and compared to the current FMV of \$3,625. The department approved the disposal due to the FMV, overall condition and maintenance history of the vehicle.		
Planned Replacement Year: _____		
Funding Source: <u>SPLOST VIII</u>		
Fleet Manager Approval: <u>Laquana Porter</u>		
Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u>		
Central Services Director Approval: 		
Name of Director: <u>Horace Green, Central Services Director</u>		

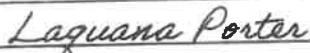
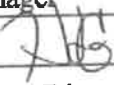
**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information	
Department Name: <u>Utilities-Customer Service</u>	Date: <u>8-Oct-25</u>
Org Key: <u>506-04-3210</u>	
Vehicle Description: <u>06 Ford Ranger</u>	Asset Number: <u>206056</u>
Assigned Use:	Used by the a Meter Reader for the Utilities Department to travel to various ARC locations to read and repair water meters.
Signature of Director/Elected Official: <u></u> Name of Director/Elected Official: <u>Francis Byers</u>	
Purchase Date: <u>5/25/2006</u> Purchase Price: <u>\$17,590.00</u> Current Mileage: <u>173,281</u>	
Current Hours: <u>N/A</u>	
Replacement Criteria Scoring	
Score	Details
Miles/Hours <u>17</u>	
Type of Service <u>3</u>	
M&R Cost <u>5</u>	<u>101% OR \$17,706.91</u>
Reliability <u>4</u>	
Condition <u>5</u>	<u>Age, wear and tear and needed repairs</u>
Total Score <u>34</u>	
Fleet Manager Recommendation: The mileage is 173,281 and the potential replacement mileage is 175K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. Due to the age, wear and tear the vehicle was disposed. Additionally, there are \$6,554 in needed repairs to include motor, motor mounts, transmission, water pump, spark plugs, thermostat, intake manifold.	
Planned Replacement Year: _____ Funding Source: <u>SPLOST VIII</u>	
Fleet Manager Approval: <u></u> Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u> Central Services Director Approval: <u></u> Name of Director: <u>Horace Green, Central Services Director</u>	

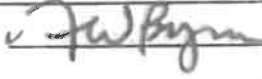
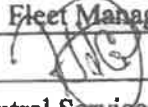
**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information	
Department Name: <u>Utilities-Customer Service</u>	Date: <u>2-Oct-25</u>
Org Key: <u>506-04-3210</u>	
Vehicle Description: <u>08 Ford Ranger</u>	Asset Number: <u>208145</u>
Assigned Use:	<u>Used by the a Meter Reader for the Utilities Department to travel to various ARC locations to read and repair water meters.</u>
Signature of Director/Elected Official: <u></u>	
Name of Director/Elected Official: <u>Frank P. Byrnes</u>	
Purchase Date: <u>6/17/2008</u>	
Purchase Price: <u>\$13,703.99</u>	
Current Mileage: <u>147,914</u>	<u>N/A</u>
Current Hours: _____	
Replacement Criteria Scoring	
	Score
	Details
Miles/Hours	15
Type of Service	3
M&R Cost	5
Reliability	4
Condition	5
Total Score	<u>32</u>
161% OR \$22,093.81	
Age, wear and tear, used as track car	
Fleet Manager Recommendation:	
<p>The vehicle needed an engine wiring harness that is obsolete due to the age of the vehicle. The wiring harness is a key function for the operation of the vehicle because it acts as the electrical system's central nervous system. Fleet Shop recommends disposal due to parts being obsolete.</p>	
Planned Replacement Year: _____	
Funding Source: <u>SPLOST VIII</u>	
Fleet Manager Approval: <u></u>	
Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u>	
Central Services Director Approval: <u></u>	
Name of Director: <u>Horace Green, Central Services Director</u>	

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information			
Department Name:	Utilities-Customer Service	Date:	19-May-26
Org Key:	506-04-3210		
Vehicle Description:	2006 Ford F150	Asset Number:	F00148
Assigned Use:	Used by a Meter Reader for the Utilities Department to travel to various ARC locations to read and repair water meters.		
Signature of Director/Elected Official:			
Name of Director/Elected Official:			
Purchase Date:	9/28/2001		
Purchase Price:	\$17,549.65		
Current Mileage:	133,128		N/A
		Current Hours:	
Replacement Criteria Scoring			
	Score	Details	
Miles/Hours	13	133,128	
Type of Service	3		
M&R Cost	5	100% or \$17,529.43 work orders	
Reliability	5	Needs wiring harness and PCM (obsolete)	
Condition	5		
Total Score	31		
Fleet Manager Recommendation:			
The vehicle needed a PCM and wiring harness that has become obsolete due to the age of the vehicle. The department approved the disposal of the vehicle and budgeted to be replaced in 2026.			
Planned Replacement Year:			
Funding Source:		SPLOST VIII	
Fleet Manager Approval:			
Name of Fleet Manager:		Laquana C. Porter, Fleet Manager	
Central Services Director Approval:			
Name of Director:		Horace Green, Central Services Director	

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Utilities-Facilities Maintenance</u>	Date: <u>2-Jun-26</u>	
Org Key: <u>506-04-3580</u>		
Vehicle Description: <u>2003 Ford F150</u>	Asset Number: <u>203189</u>	
Assigned Use:	Used by a facilities employee to travel various Utilities Department locations for repairs needed to building and/or water infrastructure.	
Signature of Director/Elected Official: <u></u>		
Name of Director/Elected Official: _____		
Purchase Date: <u>9/24/2003</u>		
Purchase Price: <u>\$16,693.04</u>		
Current Mileage: <u>162,876</u>	N/A	
Current Hours: _____		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	16	
Type of Service	3	
M&R Cost	3	58% or \$9,600.14 work orders
Reliability	3	Due to age, wear and tear
Condition	4	
Total Score	29	
Fleet Manager Recommendation: The KBB value on this truck is \$2,625.00. The mileage replacement for this vehicle is 175k. The new vehicle will be delivered in 3-6months from time of approval therefore, the mileage will reach the threshold.		
Planned Replacement Year: _____		
Funding Source: <u>SPLOST VIII</u>		
Fleet Manager Approval: <u></u>		
Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u>		
Central Services Director Approval: <u></u>		
Name of Director: <u>Horace Green, Central Services Director</u>		

AUGUSTA GEORGLA



Date: 6/8/2026

Quoted By: Savanna Waters

[illegible]

220 W. May St
Winder, GA 30680



Phone 770-867-9136
Fax 770-868-5219

Date: 6/8/2026

AUGUSTA GEORGIA

Quoted By: Savanna Waters

QUOTE DATE	QTY	Description	AMOUNT	Pmts	Balance Due
6/8/2026	1	2026 F-150 EXTENDED CAB 4X4 5.0L V8, RUNNING BOARDS, TOW PACKAGE 1FTFX1L56TKD86449	\$46,698.00		
		DELIVERY	150.00		
Current		30 Days	AMOUNT DUE		
60 Days		90 Days	\$46,848.00		



QUOTE

DATE:

Date : 05/28/2026

TO:

AUGUSTA FLEET SERVICES

QUOTE #

378

CUSTOMER BUILD

2026 FORD F-150- COUNTY EMERGENCY EQUIPMENT PACKAGE

COMPANY	PREPARED BY	PAYMENT TERMS	DUE DATE
AKINS FORD	Josh	NET30	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	WHELEN MINI 23 INCH LIGHT BAR		450
1	ACARI 3 RD BRAKE LIGHT MOUNT		270
1	BACK UP ALARM		29
1	BED COVER TRUXEDO SOFT TRI-FOLD COVER		329
1	TRIPLE OUTLET 12V		54
1	FIRE EXTINGUISHER WITH BRACKET(Install upon customer approval)		68
1	WINDOW TINT 2 FRONTS AND 6" STRIP		189
4	LABOR TO INSTALL ABOVE PARTS		400
		SUBTOTAL	\$1,789
		TOTAL	\$1,789

MAKE ALL CHECKS PAYABLE TO AKINS
Thank you for your business!

220 WEST MAY STREET WINDER, GA 30680

ESTIMATE

Blue Badger Upfitters LLC
3696 Washington Rd
Augusta, GA 30907-6102

julie@bluebadgerupfitters.com
+1 (706) 524-0996



Bill to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Ship to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Estimate details

Estimate no.: 1351
Estimate date: 05/29/2026
Expiration date: 06/30/2026

Product or service	Description	Qty	Rate	Amount
	2026 Ford F150 County Emergency Equipment Package			
Vehicle Parts - Non Taxable	FED-HL15P-A HL ELITE,AMB,PERM MNT,AMB DOME	1	\$292.60	\$292.60
Vehicle Parts - Non Taxable	FED-210239-S TRITON BACKUP ALARM,97D	1	\$32.65	\$32.65
Vehicle Parts - Non Taxable	12V TRIPLE OUTLET	1	\$45.00	\$45.00
Vehicle Parts - Non Taxable	FIRE EXT. 5LB FIRE EXT W/ BRACKETS	1	\$115.00	\$115.00
Vehicle Parts - Non Taxable	BED COVER	1	\$450.00	\$450.00
Sublet	TINT	1	\$200.00	\$200.00
Labor	LABOR	1	\$720.00	\$720.00

All packages we build come with a one-year response guarantee. We will respond to your agency within 24 weekday hours to troubleshoot, address, or repair any critical malfunctions of equipment we install. For critical malfunctions that result in the vehicle being removed from service, we will respond within 24 hours. For minor issues, our response time will be within 72 hours.

Terms unless otherwise agreed to by both

parties: Equipment and installations are billed separately. 50% of equipment due at time of order. Remaining 50% of equipment due upon arrival of equipment. Blue Badger will store and insure all equipment, property of the customer, at no additional charge. Labor billed by vehicle at the time each vehicle is delivered to the customer.

****GUARANTEED INSTALLATION WITHIN 30 DAYS OF FULL EQUIPMENT DELIVERY****

Total	\$1,855.25
Expiry date	06/30/2026

Accepted date	Accepted by
---------------	-------------

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail

laurawest1@comcast.net

QUOTE

Date	Quote #
6/1/2026	8860

Name / Address
FIRSTVEHICLE-TRANSEDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2026 FORD F150- COUNTY PKG WITH BED COVER	898.25	898.25
1	Misc	15" MINI BAR AMBER W/ DRILL FREE MOUNTING BRKT, TOGGLE SWITCH	157.00	157.00
1	Misc	BACK UP ALARM, TRIPLE OUTLET, 5LB FIRE EXT W/ MOUNTING BRKT	185.00	185.00
1	Misc	WINDOW TINT- FRONT TWO ROLLDOWNS WITH 6" STRIP 35%	1,025.00	1,025.00
1	Misc	FLIP STYLE-HARD COVER FOR A 5.5FT BED	300.00	300.00
1	LABOR	LABOR TO INSTALL		
<p>This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.</p>				
			Sales Tax (8.5%)	\$0.00
			Total	\$2,565.25

220 W. May St
Winder, GA 30680



Phone 770-867-9136
Fax 770-868-5219

Date: 5/27/2026

AUGUSTA GEORGIA

SWC# 99999-001-SPD0000218

Quoted By: Savanna Waters

[illegible]



BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES						SALE PERSON		PROSPECT #		
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS						Savanna				
AUGUSTA GEORGIA						STOCK NUMBER		DATE 05/22/26		
						TYPE - R.F.W.T.L.		FLEET#		
STREET ADDRESS			CITY		COUNTY		STATE GA		ZIP CODE	
MAILING ADDRESS			CITY		COUNTY		STATE		ZIP CODE	
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS				
PRIMARY PURCHASER INFORMATION						BASE PRICE				
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #				
						Delivery \$150.00				
						\$0.00				
						\$0.00				
						TOTAL PRICE INCLUDING DEALER OPTIONS \$36,287.00				
						ADJUSTED PRICE INCL. DISCOUNT(S) \$36,287.00				
						GROSS TRADE-IN ALLOWANCE \$0.00				
						TRADE DIFFERENCE \$36,287.00				
						SERVICE & DOCUMENTATION FEE \$0.00				
						TAXABLE AMOUNT \$36,287.00				
						SALES TAX 0% \$0.00				
						TAG & TITLE FEE \$0.00				
						GA WARRANTY RIGHTS FEE (NEW ONLY) \$0.00				
						PRICE INCLUDING TAX & FEES \$36,287.00				
						BALANCE OWED ON TRADE(S) \$0.00				
						TOTAL PURCHASE PRICE W/TRADES \$36,287.00				
						REBATE(S) ASSIGNED TO DEALER \$0.00				
						DEPOSIT RECEIPT # \$0.00				
						CASH DOWN RECEIPT \$ \$0.00				
						SERVICE CONTRACT \$0.00				
						GAP				
						UNPAID BALANCE				
						NET DUE UPON DE CASH/CHECK CONTRACT \$36,287.00				

VEHICLE PURCHASED					
TYPE NEW	YEAR 2026	MAKE FORD	MODEL F150	BODY REGULAR CAB 4X2	
CYLINDERS	TRANSMISSION AUTO	FUEL 2.7L GAS	COLOR WHITE	TRIM XL	VIN TKD76013
KEY CODE	SWC# 99999-001-SPD0000218				ODOMETER

TRADE-IN #1					
YEAR	MAKE	VIN	ODOMETER	TRADE ALLOWANCE \$	
MODEL	STOCK NUMBER	ACCOUNT NUMBER	PHONE NUMBER	QUOTED BY	
PAYOFF AMOUNT	GOOD UNTIL	CITY	STATE	ZIP CODE	
PAYOFF OWED TO	ADDRESS				

TRADE-IN #2					
YEAR	MAKE	VIN	ODOMETER	TRADE ALLOWANCE \$	
MODEL	STOCK NUMBER	ACCOUNT NUMBER	PHONE NUMBER	QUOTED BY	
PAYOFF AMOUNT	GOOD UNTIL	CITY	STATE	ZIP CODE	
PAYOFF OWED TO	ADDRESS				

PURCHASED VEHICLE LIEN HOLDER					
PURCHASED VEHICLE LIEN HOLDER			LIEN HOLDER CODE		
ADDRESS	CITY	STATE	ZIP CODE		

INSURANCE					
COMPANY	POLICY NUMBER		PHONE		
AGENT	CITY	STATE	ZIP CODE		
ADDRESS					

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE	DATE	ACCEPTED BY:	DEALER OR HIS AUTHORIZED REPRESENTATIVE
CO-PURCHASER'S SIGNATURE	DATE		



BUYER'S ORDER / INVOICE / BILL OF SALE



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CUSTOMER INFORMATION FOR TITLE PURPOSES						SALE PERSON Savanna		PROSPECT #		
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA						STOCK NUMBER		DATE 05/22/26		
						TYPE - R.F.W.T.L.		FLEET#		
STREET ADDRESS			CITY		COUNTY		STATE GA		ZIP CODE	
MAILING ADDRESS			CITY		COUNTY		STATE		ZIP CODE	
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS				
PRIMARY PURCHASER INFORMATION						BASE PRICE		\$36,137.00		
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAME				
						Delivery		\$150.00		
VEHICLE PURCHASED								\$0.00		
TYPE NEW		YEAR 2026		MAKE FORD		MODEL F150		BODY REGULAR CAB 4X2		
CYLINDERS		TRANSMISSION AUTO		FUEL 2.7L GAS		COLOR WHITE		TRIM XL		
VIN		KEY CODE		SWC# 99999-001-SPD0000218		ODOMETER		TKD15825		
						TOTAL PRICE INCLUDING DEALER OPTIONS		\$36,287.00		
TRADE-IN #1						ADJUSTED PRICE INCL. DISCOUNT(S)		\$36,287.00		
YEAR		MAKE		VIN		TRADE ALLOWANCE \$				
MODEL		STOCK NUMBER		ODOMETER		ACCOUNT NUMBER		GROSS TRADE-IN ALLOWANCE		
PAYOFF AMOUNT		GOOD UNTIL		PHONE NUMBER		QUOTED BY		TRADE DIFFERENCE		
PAYOFF OWED TO		CITY		STATE		ZIP CODE		SERVICE & DOCUMENTATION FEE		
ADDRESS								\$0.00		
TRADE-IN #2						TAXABLE AMOUNT		\$36,287.00		
YEAR		MAKE		VIN		TRADE ALLOWANCE \$				
MODEL		STOCK NUMBER		ODOMETER		ACCOUNT NUMBER		SALES TAX 0%		
PAYOFF AMOUNT		GOOD UNTIL		PHONE NUMBER		QUOTED BY		\$0.00		
PAYOFF OWED TO		CITY		STATE		ZIP CODE		TAG & TITLE FEE		
ADDRESS								\$0.00		
						PRICE INCLUDING TAX & FEES		\$36,287.00		
PURCHASED VEHICLE LIEN HOLDER						LIEN HOLDER CODE		BALANCE OWED ON TRADE(S)		
ADDRESS		CITY		STATE		ZIP CODE		\$0.00		
						TOTAL PURCHASE PRICE W/TRADES		\$36,287.00		
COMPANY						POLICY NUMBER		REBATE(S) ASSIGNED TO DEALER		
AGENT						PHONE		\$0.00		
ADDRESS						CITY		STATE		
						ZIP CODE		DEPOSIT RECEIPT		
								\$0.00		
						CASH DOWN RECEIPT		\$0.00		
						SERVICE CONTRACT		\$0.00		
						GAP				
PURCHASER'S SIGNATURE						ACCEPTED BY:		DEALER OR HIS AUTHORIZED REPRESENTATIVE		
DATE						DATE				
CO-PURCHASER'S SIGNATURE						DATE				
						UNPAID BALANCE				
						NET DUE UPON DEL. CASH/CHECK CONTRACT		\$36,287.00		

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.



BUYER'S ORDER / INVOICE / BILL OF SALE


CHRYSLER


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CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON Savanna		PROSPECT #	
NAME(S) FIRST, MIDDLE, LAST OF BUSINESS AUGUSTA GEORGIA										STOCK NUMBER		DATE 05/22/26	
										TYPE - R.F.W.T.L.		FLEET#	
STREET ADDRESS				CITY			COUNTY		STATE GA		ZIP CODE		
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE		
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS				
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$36,137.00	
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		MAD #				Delivery		\$150.00	
VEHICLE PURCHASED												\$0.00	
TYPE NEW		YEAR 2026		MAKE FORD		MODEL F150		BODY REGULAR CAB 4X2				\$0.00	
CYLINDERS		TRANSMISSION AUTO		FUEL 2.7L GAS		COLOR WHITE		TRIM XL		VIN TKD90915		\$0.00	
KEY CODE		SWC# 99999-001-SPD0000218								TOTAL PRICE INCLUDING DEALER OPTIONS		\$36,287.00	
TRADE-IN #1										ADJUSTED PRICE INCL. DISCOUNT(S)		\$36,287.00	
YEAR		MAKE		VIN		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$		GROSS TRADE-IN ALLOWANCE	
												\$0.00	
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		PHONE NUMBER		QUOTED BY		TRADE DIFFERENCE		\$36,287.00	
PAYOFF OWED TO										SERVICE & DOCUMENTATION FEE		\$0.00	
ADDRESS				CITY				STATE ZIP CODE		TAXABLE AMOUNT		\$36,287.00	
TRADE-IN #2										SALES TAX		0% \$0.00	
YEAR		MAKE		VIN		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$		TAG & TITLE FEE	
												\$0.00	
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		PHONE NUMBER		QUOTED BY		GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00	
PAYOFF OWED TO										PRICE INCLUDING TAX & FEES		\$36,287.00	
ADDRESS				CITY				STATE ZIP CODE		BALANCE OWED ON TRADE(S)		\$0.00	
LIEN HOLDER										TOTAL PURCHASE PRICE W/TRADES		\$36,287.00	
PURCHASED VEHICLE LIEN HOLDER										REBATE(S) ASSIGNED TO DEALER		\$0.00	
ADDRESS										DEPOSIT RECEIPT		\$0.00	
CITY										CASH DOWN RECEIPT		\$0.00	
STATE ZIP CODE										SERVICE CONTRACT		\$0.00	
INSURANCE										GAP			
COMPANY										UNPAID BALANCE			
AGENT										NET DUE UPON DEL. CASH/CHECK CONTRACT		\$36,287.00	
ADDRESS													
CITY													
STATE ZIP CODE													

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PURCHASER'S SIGNATURE _____	DATE _____	ACCEPTED BY: _____	DEALER OR HIS AUTHORIZED REPRESENTATIVE
CO-PURCHASER'S SIGNATURE _____	DATE _____		



BUYER'S ORDER / INVOICE / BILL OF SALE



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CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON Savanna		PROSPECT #	
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS AUGUSTA GEORGIA										STOCK NUMBER		DATE 05/22/26	
										TYPE - R.F.W.T.L.		FLEETS#	
STREET ADDRESS				CITY		COUNTY		STATE GA		ZIP CODE			
MAILING ADDRESS				CITY		COUNTY		STATE		ZIP CODE			
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS				
PRIMARY PURCHASER INFORMATION										BASE PRICE			
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		MAD #				Delivery		\$45,889.00	
VEHICLE PURCHASED													
TYPE NEW	YEAR 2026	MAKE FORD	MODEL F150	BODY EXTENDED CAB 4X4									
CYLINDERS	TRANSMISSION AUTO	FUEL 5.0L GAS	COLOR WHITE	TRIM XL	VIN TKD86324								
KEY CODE		SWC# 99999-001-SPD0000218						ODOMETER					
TRADE-IN #1										TOTAL PRICE INCLUDING DEALER OPTIONS		\$46,039.00	
YEAR	MAKE	VIN		ODOMETER		TRADE ALLOWANCE \$		ADJUSTED PRICE INCL. DISCOUNT(S)		\$46,039.00			
MODEL		STOCK NUMBER		ACCOUNT NUMBER		PHONE NUMBER		QUOTED BY		GROSS TRADE-IN ALLOWANCE		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL		PHONE NUMBER		QUOTED BY		TRADE DIFFERENCE		\$46,039.00			
PAYOFF OWED TO		CITY		STATE		ZIP CODE		SERVICE & DOCUMENTATION FEE		\$0.00			
ADDRESS		CITY		STATE		ZIP CODE		TAXABLE AMOUNT		\$46,039.00			
TRADE-IN #2										SALES TAX		0%	
YEAR	MAKE	VIN		ODOMETER		TRADE ALLOWANCE \$		TAG & TITLE FEE		\$0.00			
MODEL		STOCK NUMBER		ACCOUNT NUMBER		PHONE NUMBER		QUOTED BY		GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00	
PAYOFF AMOUNT		GOOD UNTIL		PHONE NUMBER		QUOTED BY		PRICE INCLUDING TAX & FEES		\$46,039.00			
PAYOFF OWED TO		CITY		STATE		ZIP CODE		BALANCE OWED ON TRADE(S)		\$0.00			
ADDRESS		CITY		STATE		ZIP CODE		TOTAL PURCHASE PRICE W/TRADES		\$46,039.00			
INSURANCE										REBATE(S) ASSIGNED TO DEALER		\$0.00	
COMPANY		POLICY NUMBER		PHONE		STATE		ZIP CODE		DEPOSIT RECEIPT #		\$0.00	
AGENT		CITY		STATE		ZIP CODE		CASH DOWN RECEIPT \$		\$0.00			
ADDRESS		CITY		STATE		ZIP CODE		SERVICE CONTRACT		\$0.00			
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME A BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>										GAP			
PURCHASER'S SIGNATURE _____										UNPAID BALANCE			
DATE _____										NET DUE UPON DE. CASH/CHECK CONTRACT		\$46,039.00	
ACCEPTED BY: _____													
DEALER OR HIS AUTHORIZED REPRESENTATIVE													
CO-PURCHASER'S SIGNATURE _____													
DATE _____													



QUOTE

DATE:
Date : 05/28/2026

TO: AUGUSTA FLEET SERVICES

QUOTE #
378

CUSTOMER BUILD
2026 FORD F-150- COUNTY EMERGENCY EQUIPMENT PACKAGE

COMPANY	PREPARED BY	PAYMENT TERMS	DUE DATE
AKINS FORD	Josh	NET30	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	WHELEN MINI 23 INCH LIGHT BAR		450
1	ACARI 3 RD BRAKE LIGHT MOUNT		270
1	BACK UP ALARM		29
1	BED COVER TRUXEDO SOFT TRI-FOLD COVER		329
1	TRIPLE OUTLET 12V		54
1	FIRE EXTINGUISHER WITH BRACKET(Install upon customer approval)		68
1	WINDOW TINT 2 FRONTS AND 6" STRIP		189
4	LABOR TO INSTALL ABOVE PARTS		400
		SUBTOTAL	\$1,789
		TOTAL	\$1,789

MAKE ALL CHECKS PAYABLE TO AKINS
(thank you for your business!)

220 WEST MAY STREET WINDER, GA 30680

ESTIMATE

Blue Badger Upfitters LLC
3696 Washington Rd
Augusta, GA 30907-6102

julie@bluebadgerupfitters.com
+1 (706) 524-0996



Bill to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Ship to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Estimate details

Estimate no.: 1351
Estimate date: 05/29/2026
Expiration date: 06/30/2026

Product or service	Description	Qty	Rate	Amount
	2026 Ford F150 County Emergency Equipment Package			
Vehicle Parts - Non Taxable	FED-HL15P-A HL ELITE,AMB,PERM MNT,AMB DOME	1	\$292.60	\$292.60
Vehicle Parts - Non Taxable	FED-210239-S TRITON BACKUP ALARM,97D	1	\$32.65	\$32.65
Vehicle Parts - Non Taxable	12V TRIPLE OUTLET	1	\$45.00	\$45.00
Vehicle Parts - Non Taxable	FIRE EXT. 5LB FIRE EXT W/ BRACKETS	1	\$115.00	\$115.00
Vehicle Parts - Non Taxable	BED COVER	1	\$450.00	\$450.00
Sublet	TINT	1	\$200.00	\$200.00
Labor	LABOR	1	\$720.00	\$720.00

All packages we build come with a one-year response guarantee. We will respond to your agency within 24 weekday hours to troubleshoot, address, or repair any critical malfunctions of equipment we install. For critical malfunctions that result in the vehicle being removed from service, we will respond within 24 hours. For minor issues, our response time will be within 72 hours.

Terms unless otherwise agreed to by both

parties: Equipment and installations are billed separately. 50% of equipment due at time of order. Remaining 50% of equipment due upon arrival of equipment. Blue Badger will store and insure all equipment, property of the customer, at no additional charge. Labor billed by vehicle at the time each vehicle is delivered to the customer.

****GUARANTEED INSTALLATION WITHIN 30 DAYS OF FULL EQUIPMENT DELIVERY****

Total

\$1,855.25

Expiry
date

06/30/2026

Accepted date

Accepted by

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail

laurawest1@comcast.net

QUOTE

Date	Quote #
6/1/2026	8860

Name / Address

FIRSTVEHICLE-TRANSDEV US
ATTN: ACCOUNTS PAYABLE
720 E. BUTTERFIELD RD
STE 300
LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2026 FORD F150- COUNTY PKG WITH BED COVER	898.25	898.25
1	Misc	15" MINI BAR AMBER W/ DRILL FREE MOUNTING BRKT, TOGGLE SWITCH	157.00	157.00
1	Misc	BACK UP ALARM, TRIPLE OUTLET, 5LB FIRE EXT W/ MOUNTING BRKT	185.00	185.00
1	Misc	WINDOW TINT- FRONT TWO ROLLDOWNS WITH 6" STRIP 35%	1,025.00	1,025.00
1	LABOR	FLIP STYLE-HARD COVER FOR A 5.5FT BED	300.00	300.00
		LABOR TO INSTALL		
<p>This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30</p>			Sales Tax (8.5%)	\$0.00
			Total	\$2,565.25

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: RISK MANAGEMENT

☒ DELETION

ASSET NUMBER 219187

DEPARTMENT FIRE

DESCRIPTION 2026 FORD MAVERICK

SERIAL NUMBER 3FTTW8B3XTRA25154

ACQ. NUMBER N/A

FUND SOURCE 5522274

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENT

CONDITION ☒ VEHICLE TOTALED

Equipment Table _____

FASTER _____

Fuelman _____

File _____

COPIES

Finance - Fixed Assets: Sophia

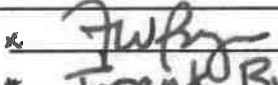
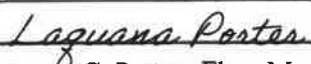
Dept Director: _____

Fleet Manager: LaQuona

Accident file: Patrice

Date/Time: 10/5/2026 14:35

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Utilities-Facilities Maintenance</u>	Date: <u>9-Jun-26</u>	
Org Key: <u>506-04-3580</u>		
Vehicle Description: <u>2003 Ford Ranger</u>	Asset Number: F02319	
Assigned Use:	Used by a facilities employee to travel various Utilities Department locations for repairs needed to building and/or water infrastructure.	
Signature of Director/Elected Official: * <u></u> Name of Director/Elected Official: * <u>Frank Byrre</u>		
Purchase Date: <u>5/23/2003</u> Purchase Price: <u>\$17,537.19</u> Current Mileage: <u>169,184</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	<u>17</u>	
Type of Service	<u>3</u>	
M&R Cost	<u>4</u>	<u>84% or \$14,723.80 work orders</u>
Reliability	<u>4</u>	<u>Due to age, wear and tear</u>
Condition	<u>4</u>	
Total Score	<u>32</u>	
Fleet Manager Recommendation: The KBB value on this truck is \$2,990.00. The mileage replacement for this vehicle is 175k. The new vehicle will be delivered in 3-6months from time of approval therefore, the mileage will reach the threshold.		
Planned Replacement Year: _____ Funding Source: <u>SPLOST VIII</u>		
Fleet Manager Approval: <u></u> Name of Fleet Manager: <u>Laquana C. Porter, Fleet Manager</u> Central Services Director Approval: <u></u> Name of Director: <u>Horace Green, Central Services Director</u>		



Administrative Services Committee Meeting

Meeting Date: Tuesday, October 27, 2026

Bid # 26-269 Ezekiel Harris Retrofit

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Motion to approve the award of bid #26-269, Ezekiel Harris House Retrofit in the amount of \$170,640.00 to be performed by Horizon Construction.
Background:	<p>The Central Services Department – Facilities Maintenance Division received fee proposals for Bid Item #26-139, Ezekiel Harris House Retrofit utilizing RFP 23-186 On-Call Construction and Maintenance Services. Horizon Construction submitted a compliant proposal of \$170,640.00.</p> <p>Central Services Department's recommendation is to award the contract to Horizon Construction.</p>
Analysis:	Central Services recommends award to Horizon Construction as the company submitted a compliant bid.
Financial Impact:	<p>\$170,640.00; Capital and SPLOST V</p> <p>272-06-4113/54.13120 - \$96,100.00</p> <p>GL: 325-06-4310/54.13120 - \$74,540.00</p> <p>JL: 206-05-5105/54.13120</p>
Alternatives:	<p>A -Award bid</p> <p>B -Do not award bid</p>
Recommendation:	Motion to approve the award of bid #26-269, Ezekiel Harris House Retrofit in the amount of \$170,640.00 to be performed by Horizon Construction.
Funds are available in the following accounts:	<p>\$170,640.00; Capital and SPLOST V</p> <p>272-06-4113/54.13120 - \$96,100.00</p> <p>GL: 325-06-4310/54.13120 - \$74,540.00</p> <p>JL: 206-05-5105/54.13120</p>

REVIEWED AND
APPROVED BY:



Central Services Department

Horace Green, Director

Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta GA 30906

(706) 828-7174 Phone

MEMORANDUM

TO: Mr. Andy Penick, Director, Procurement Department
FROM: Mr. Horace Green, Director, Central Services Department
DATE: June 17, 2026
SUBJECT: Bid Item #26-269; Ezekiel House Structural Renovations

On Wednesday, June 3, 2026 the Central Services Department – Facilities Maintenance Division received one proposal for Bid Item #26-269; Ezekiel House Structural Renovations. Horizon Construction submitted a proposal for \$170,640.00. This project has unfortunately exceeded the initial estimated budget of \$115,000.00 through three separate bidding processes, even with the most recent round utilizing on-call contractors.

Central Services Department's recommendation is to award the contract to Horizon Construction and the decision to update the project budget to reflect the proposed amount. Given the history of the bidding process and the necessity to move forward with the renovations, this seems to be the most practical path.

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

Cc: Horace Green
Maria Rivera-Rivera

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

MEMORANDUM

DATE: June 8, 2026

TO: Horace Green, Central Services Department -Facilities Maintenance

FROM: Andy Penick 
Director of Procurement

CC: Maria Rivera-Rivera, Central Services Department -Facilities Maintenance

SUBJECT: Bid Item #26-269 ON-CALL VENDORS ONLY - Ezekiel Harris House
For Augusta, Georgia – Central Services Department -Facilities Maintenance

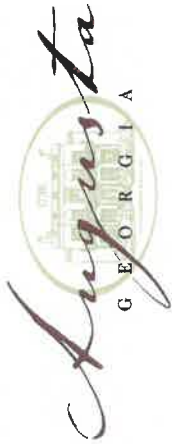
We are forwarding the attached information to you for the following reason. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:

- ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
- ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☐ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Andy Penick, Procurement Director, at (706) 821-2422.

Attachments



ON_CALL VENDORS ONLY
BID Opening: BID Item #26-269 Ezekiel Harris House Retrofit
For Augusta, GA – Central Services Department
BID Date: Wednesday, June 3, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out:
 Total Number Specifications Download (Demandstar): NA
 Total Electronic Notifications (Demandstar): NA
 Georgia Procurement Registry: NA
 Total Packages Submitted: 1
 Total Non-Compliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Bid Bond	Bid Total
Horizon Construction P.O. Box 798 Evans, GA 30809	Yes	229921	YES	Yes	\$170,640.00

Henry Henderson

From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Wednesday, September 23, 2026 6:52 PM
To: Henry Henderson
Cc: Maria Rivera-Rivera; Tywana Scott
Subject: RE: [EXTERNAL] RE: Bid #26-269 Ezekiel Harris House Retrofit - Revised Contract

Please either bring a copy or resend the signed contract by email.

From: Henry Henderson <hhenderson@horizontaug.com>
Sent: Wednesday, September 23, 2026 6:48 PM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Tywana Scott <TScott@augustaga.gov>
Subject: [EXTERNAL] RE: Bid #26-269 Ezekiel Harris House Retrofit - Revised Contract

Ms. Williams,

The contract was sign and returned August 11,2026 by email. We can drop a hard copy off to the city tomorrow, if you would like.

Thanks,

From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Wednesday, September 23, 2026 4:01 PM
To: Henry Henderson <hhenderson@horizontaug.com>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Tywana Scott <TScott@augustaga.gov>
Subject: RE: Bid #26-269 Ezekiel Harris House Retrofit - Revised Contract

To our knowledge, this contract has not been returned. Please sign and return so that we can submit to Commission for approval.

From: Nancy M. Williams
Sent: Friday, August 21, 2026 9:22 AM
To: 'Henry Henderson' <hhenderson@horizontaug.com>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Tywana Scott <TScott@augustaga.gov>
Subject: RE: Bid #26-269 Ezekiel Harris House Retrofit - Revised Contract

Mr. Henderson,

Can I please get a status on the return of the contract documents. Please call me at your earliest convenience.

Nancy Williams
Interim Deputy Director
Augusta Procurement Department
535 Telfair Street, Suite 605

Augusta, GA 30901
(P) 706-821-2888
(C) 706-564-8896

From: Nancy M. Williams
Sent: Monday, August 10, 2026 4:24 PM
To: 'Henry Henderson' <hhenderson@horizontaug.com>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Tywana Scott <TSScott@augustaga.gov>
Subject: Bid #26-269 Ezekiel Harris House Retrofit - Revised Contract

In reference to the contract negotiation for bid #26-269, please find a copy of the draft contract. Please review and respond with markup on the items you would like revised. If the contract is acceptable, please sign and return. Please return no later than 3:00 p.m. Thursday, August 13, 2026. Please send your response to procbidandcontract@augustaga.gov.

Please be advised that this contract does not constitute an approval to proceed with Bid #26-269 Ezekiel House. Final approval will be given by the Augusta, GA Commission followed by the signature of the contract by the Augusta, GA Mayor.

Please do not hesitate to contact the Procurement Department with any questions.

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901
(P) 706-821-2888
(C) 706-564-8896

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

[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.]

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

STATE OF GEORGIA
AUGUSTA, GEORGIA

CONTRACT # Bid #26-269

Contract for the Provision of
Insert Services

ARTICLE #101 – INTRODUCTION

This Contract for **Bid #26-269 Ezekiel Harris House Retrofit** (hereinafter "Services") is made and entered into as of [REDACTED] (execution date) is by and between Augusta, Georgia, (hereinafter "County") located at 535 Telfair Street, Suite 605, Augusta GA 30901, and **Horizon Construction Co. with P. O. Box 798 Evans, GA 30809** (hereinafter "Contractor").

WHEREAS Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS any documents, including bid advertisements, exhibits, attachments, plans, maps, or other, are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
- B. County agrees to pay as compensation any fees as listed on the Exhibit #1 \$170,640.00, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following people:

ISSUING OFFICER

Andy Penick, CPSM
 Director of Procurement
 Augusta, Georgia Government
 535 Telfair Street, Suite 605,
 Augusta, GA 30901
 Ph: (706) 821-4820
apenick@augustaga.gov

COUNTY PROJECT MANAGER

Maria Rivera-Rivera
 Facilities Deputy Director
 Central Services Department
 Address: 2760 Peach Orchard
 Augusta, GA 30906
 (706) 821-1629
mrivera-rivera@augustaga.gov

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): **Henry Henderson**
 Company Legal Name: **Horizon Construction Co.**
 Physical Address: **P. O. Box 798 Evans, GA 30809**
 Phone(s): **(706) 719-5003**
 Email(s): **hhenderson@horizontaug.com**
 Remit to Address (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fails to perform.

ARTICLE #105 – CONTRACT TERM

- A. For multi-year contracts, one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.
- B. For construction, renovations or repair projects, the Contract Term shall be from the Notice-to-Proceed date through the agreed project end date specified as **120 days**, substantial, final completion. Projects shall not commence until a Purchase Order has been issued and accepted by Contractor.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

- A. This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.
- B. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

- A. In the event that Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract.

The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

- B. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:
1. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
 2. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs because of force majeure.
 3. Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."
 4. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days' written Notice-of-Termination to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide

the County with all deliverables up to the date of termination thirty (30) days after the Notice-of-Termination is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

- A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistently with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice-of-Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice-of-Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. Contractor's Termination Duties. Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished,

conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease to use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this

Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A.** The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to people, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (1) notify County of any resulting replacement, (2) introduce the individual serving as the replacement to County, and/or (3) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B.** The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace them with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C.** Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior

to sub-contractor(s) performance of work. Contractor agrees to supply the County with a copy of any contract it enters into with any subcontractor. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Augusta, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Augusta, Georgia its Board of Commission, officers, employees, servants, and agents, located at 535 Telfair Street, Augusta, GA 30901". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers' Compensation Insurance:

A. \$1,000,000 Bodily Injury by Each Accident

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Augusta, Georgia Board of Commission, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Augusta, Georgia. This provision applies regardless of whether or not Augusta, Georgia has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

A. \$1,000,000 Each Occurrence

B. \$2,000,000 General Aggregate

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

✚ \$1,000,000 Combined Single Limit

Additional Provisions:

A. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

B. Coverage shall be included for any owned, leased, hired, or non-owned autos.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- A. \$1,000,000 Each Claim/Wrongful Act
- B. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Except for any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit (X), which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud.

Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

- A. Upon Contract execution, the County will issue a Notice-to-Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.
- B. The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a Notice-to-Proceed (NTP) will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.
- C. The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or otherwise authorized by the County.
- D. Invoice/Payment
 1. Contractor shall invoice the County via email each month sent solely to Accounts Payable at 535 Telfair Street, , Augusta, GA 30901 and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit (X).
 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
 3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
 5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.

6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
 7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
 8. Retainage payments shall be paid by County after final acceptance of work.
- E. Unsatisfactory Performance/Delay of Payment
- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice-to-Cure to Contractor. Contractor agrees that upon receipt of the written Notice-to-Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
- F. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amount payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- G. Set-Off Against Sums Owed by the Contractor. If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- H. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- I. The Contractor shall not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not pay for a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

- A. The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable.
- B. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.
- C. The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE (If required)

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainment throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Augusta, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986.

- B. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- C. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

- A. Any amendments to the Contract, including all exhibits thereto.
- B. The Contract itself, including all exhibits thereto.
- C. Attachments appended to the Contract.
- D. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below are made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County for any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless County of Augusta Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense.

This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor quote, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document

which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein. In all cases the County's Terms and Conditions shall govern and supersede any Contractor's Terms and Conditions.

ARTICLE #133 – NON-DISCRIMINATION

During the performance of this Contract, the Contractor agrees as follows:

1. **Equal Opportunity.** The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, vendor, or participant in the performance of this Contract on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.
2. **Employment Practices.** The Contractor shall ensure that all employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.
3. **Access to Programs and Services.** In performing this Contract, the Contractor shall provide services and benefits in a manner that does not unlawfully discriminate against any person and shall comply with all applicable provisions of:
 - a. Title VI of the Civil Rights Act of 1964;
 - b. Title VII of the Civil Rights Act of 1964;
 - c. The Americans with Disabilities Act of 1990 (ADA), as amended;
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. The Age Discrimination Act of 1975;
 - f. Any other applicable federal, state, and local nondiscrimination laws and regulations.
4. **Subcontractors.** The Contractor shall include this non-discrimination provision in every subcontract and purchase order entered into under this Contract and shall require compliance by all subcontractors and suppliers.
5. **Compliance and Remedies.** Failure to comply with this provision shall constitute a material breach of the Contract and may result in suspension, termination, withholding of payment, or such other remedies as may be authorized by law or by the terms of the Contract.

The Contractor shall comply with all applicable civil rights requirements and shall not retaliate against any individual for exercising rights protected under federal, state, or local anti-discrimination laws or for participating in any investigation or proceeding concerning alleged discrimination.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Augusta-Richmond County, GA Official Code of Ordinances, Guidelines & Procedures, Chapter 10 (as amended).

2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Augusta, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "CONTRACTOR", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept back orders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for back orders to ship at a later date.

17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, Memoranda of Understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, Augusta, GA, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the specified time. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass on to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Augusta governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, embroidery tape, silk screen, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

31. Unless delivery, shipping, freight, are specified as "included" in the cost, then Goods are Free-On-Board (F.O.B.) destination and freight, Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier, unless otherwise arranged.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

-Signature Page Follows-

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Contractors must print their company's full legal company name below as it appears on their W-9 form.

Contractor's Full Legal Name:

Owner:

Horizon Construction & Associates, Inc AUGUSTA, GEORGIA

By: [Signature]

By: _____

Print Name: Henry L. Henderson

Garnett L. Johnson
Mayor, Augusta, Georgia

Title: President

Date: 8-11-26

Date: _____

Sworn to and subscribed before me this

Attestation: _____

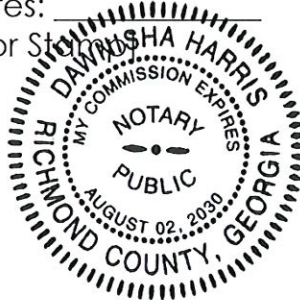
11 Day of August, 2026.

Clerk of Commission

Notary Public: [Signature]

Notary commission expires: _____

[Affix Locus Sigilli – Seal or Stamp]



Invitation to Bid

Sealed bids will be received at this office until Wednesday, June 3, 2026 @ 3:00 p.m. Bids openings are open to the public in the Procurement Department located 535 Telfair Street, Suite 605 Augusta, GA 30901 and additionally via Teams: Meeting ID: 253 316 855 144 194; Passcode: 2Sz3zM3t for furnishing:

Bid Item #26-269 Ezekiel Harris House Retrofit for Augusta, GA – Central Services Department – Facility Maintenance

No bids will be accepted by email; all submittals must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will be mailed to task order vendors. No bids may be withdrawn for a period of ninety (90) days after bid have been opened, pending the execution of contract with the successful bidder.

A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.

For an optional site visit, please contact Maria Rivra-Rivera at (706) 821-1629 in advance.

Questions, request for clarifications or interpretations regarding this bid must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations must for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, May 22, 2026 @ 5:00 P.M.

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

No bids will be accepted by email; all bids must be received by mail or hand delivered.

Publish: E-Mailed to Task Order Vendors on May 15, 2026



Central Services Department

Horace Green, Director

Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta GA 30906

(706) 828-7174 Phone

MEMORANDUM

TO: Mr. Andy Penick, Director, Procurement Department
FROM: Mr. Horace Green, Director, Central Services Department
DATE: June 17, 2026
SUBJECT: Bid Item #26-269; Ezekiel House Structural Renovations

On Wednesday, June 3, 2026 the Central Services Department – Facilities Maintenance Division received one proposal for Bid Item #26-269; Ezekiel House Structural Renovations. Horizon Construction submitted a proposal for \$170,640.00. This project has unfortunately exceeded the initial estimated budget of \$115,000.00 through three separate bidding processes, even with the most recent round utilizing on-call contractors.

Central Services Department's recommendation is to award the contract to Horizon Construction and the decision to update the project budget to reflect the proposed amount. Given the history of the bidding process and the necessity to move forward with the renovations, this seems to be the most practical path.

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

Cc: Horace Green
Maria Rivera-Rivera

Nancy M. Williams

From: Tywana Scott
Sent: Wednesday, October 21, 2026 4:48 PM
To: Nancy M. Williams
Subject: FW: 26-269 Ezekiel Harris House Retrofit - Task Order
Attachments: Drawings.zip; 26-269_ITB.zip

Importance: High

From: Tywana Scott
Sent: Friday, May 15, 2026 4:48 PM
To: 'James Williams (CMI)' <jamesw@contractmgmtinc.com>; info@horizontaug.com; 'info@goldmech.com' <info@goldmech.com>; Henry Henderson <hhenderson@horizontaug.com>; llmccord@comcast.net; L C <lncrump@gmail.com>; 'torrey@tfjconstruction.com' <torrey@tfjconstruction.com>; 'swilliams@sectoroneinc.com' <swilliams@sectoroneinc.com>
Subject: 26-269 Ezekiel Harris House Retrofit - Task Order
Importance: High

Hello,

Please see the attached specifications for this Task Order project for the Central Services Department.

Kind Regards,

Tywanna E. Scott

Procurement Department
 Phone: (706) 821-2355



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

Augusta, Georgia - Procurement Department

tscott@augustaga.gov www.augustaga.gov

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 AED:104.1



Engineering Services Committee

Meeting Date: October 13, 2026

Change Order Request - Augusta Reservoir Dams Improvements

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to execute Change Order #2 with Cranston LLC for additional construction administrative services for the Augusta Reservoir Dams Improvements project.
Background:	Due to the need for a construction time extension on the active Augusta Reservoir Dams Improvements Project, an additional construction administration services change order is required for Cranston LLC. This change order will extend the remaining construction administration effort through to February 2027 with continued NPDES inspections through the end of the 2026 Calendar Year.
Analysis:	This change order request is made as an extension of the previously administrator approved construction administration services proposal. Cranston LLC has previously completed GA EPD required inspections and is familiar with the dams' history, structure, and operations. Cranston LLC is also the design engineering firm tasked with design and permitting the project prior to construction. GA EPD, the regulatory agency for the dams being improved during this project, recognize Cranston LLC's Thomas Robertson, P.E. as Engineer of Record for this project. Cranston LLC's experience and immediate involvement with this project allows for efficient, accurate assessments while avoiding added costs of bringing in a new firm.
Financial Impact:	The proposal from Cranston LLC has been reviewed and determined to be reasonable. Funding in the amount of \$38,500 is available from these accounts: G/L 507043410-5425110 and J/L 81800010-5425110.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston LLC for \$38,500.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 507043410-5425110 and J/L 81800010-5425110.
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Item 8.

Wes Byne, P.E.
Director

Mitchell O'Neal, P.E.
Interim Assistant Director

TO: Andy Penick
Director, Procurement Department

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

FROM: N. Clark Rivers, E.I.T. 
Project Manager, Utilities Department

CC: Mitchell O'Neal, P.E. 
Engineering & Construction Interim Assistant Director, Utilities Department

DATE: October 7, 2026

SUBJECT: JUSTIFICATION FOR CHANGE ORDER
Augusta Reservoir Dams Improvements Project
Additional Construction Administration Services
NPDES Inspections and Permit Termination

Due to revisions to the Augusta Reservoir Dams Improvements Project scope required to maintain operations at the Highland Avenue Water Treatment Plant, as well as construction requirements established by the Georgia Environmental Protection Division's Safe Dams Program, the project completion date must be extended through February 2027.

As a result, AUD requests approval of a Change Order in the amount of \$38,500 to increase the original \$24,900 purchase order (PO #P497903) with Cranston LLC for Construction Administration Services. The additional services will extend construction administration through February 2027 and include continued NPDES inspections and NPDES closeout through the end of calendar year 2026.

AUD recognizes that this Change Order represents a 155% increase to the original purchase order. However, the original \$24,900 purchase order was based on an anticipated construction duration of 60 business days, from the end of April 2026 through June 2026. The revised construction schedule extends the project by approximately eight months, through February 2027.

The attached proposal details Cranston LLC's additional services, and AUD has determined that the proposed costs are fair and reasonable.

September 16, 2026

Augusta Utilities Department
Attn: Wes Byne, PE
452 Walker Street
Augusta, Georgia 30901

Re: Dam Improvements for N. Max Hicks Reservoir Dam & Highland Avenue Reservoir Dams
Supplemental Construction Administration Services
Cranston File No. 2025-0054

Dear Mr. Byne:

Cranston LLC is pleased to submit this proposal for additional construction administration services associated with the ongoing dam improvements at the N. Max Hicks Water Treatment Plant and Highland Avenue Water Treatment Plant.

Cranston's previously authorized Construction Administration allowance was substantially expended by the end of July 2026. Since that time, construction has continued and the project scope has expanded through Change Order No. 1 and related technical coordination.

This proposal provides additional Construction Administration and NPDES-related services for the period August 1, 2026 through February 15, 2027, including applicable services already performed since August 1 and anticipated services required to complete the remaining construction-phase effort.

SCOPE OF WORK

TASK 1: SUPPLEMENTAL CONSTRUCTION ADMINISTRATION

Cranston will provide additional construction administration and engineering services during the extended construction period. Services are anticipated to include:

- Project management and coordination with Augusta Utilities Department, the contractor, Georgia Safe Dams, CSRA Testing and Engineering, and Terracon.
- Engineer-of-Record oversight and technical review during construction.
- Review and coordination associated with the geotechnical investigation and slope-stability analysis being performed by CSRA Testing and Engineering and Terracon.
- Review and coordination associated with piezometer installation, modification, and related instrumentation work.
- Review of dam restoration, grading, stabilization, erosion-control, fencing, and other improvements associated with Change Order No. 1.

- Review of contractor submittals, requests for information, and construction issues requiring engineering input.
- Preparation and review of construction-phase correspondence and documentation required for coordination with the Georgia Safe Dams Program.
- Limited site meetings and engineering visits as necessary to address construction issues and observe progress.
- Project management, schedule coordination, invoice review, and owner/contractor coordination through February 15, 2027.
- Limited transition and historical project support from the previous Engineer of Record as necessary to maintain continuity through project completion.

Augusta Utilities Department has separately engaged CSRA Testing and Engineering for geotechnical field and laboratory services. Terracon is supporting CSRA with the slope-stability analysis. Cranston's services under this task include coordination with AUD, CSRA, and Terracon and engineering review of the resulting information as it relates to the construction work and Georgia Safe Dams requirements. Fees for CSRA and Terracon are not included in this proposal.

TASK 2: NPDES INSPECTIONS AND PERMIT TERMINATION

Cranston will continue routine NPDES construction inspections through December 31, 2026, including weekly inspections consistent with the current level of service.

Following completion of applicable land-disturbing activities and satisfaction of stabilization requirements, Cranston will assist with preparation and coordination of the required Notice of Termination (NOT) and related NPDES permit closeout activities.

EXISTING AUTHORIZED SERVICES

This supplemental scope does not duplicate or increase previously authorized Post-Construction Administration or Survey Services.

Existing authorization remains in place for previously approved post-construction and closeout services, including final dam inspection, compilation and submittal of Georgia Safe Dams closeout documentation, final record/as-built information, and related post-construction coordination. Existing authorization also remains in place for the Highland Avenue toe-of-dam survey.

Those services will continue to be performed under the existing April 27, 2026 authorization and are not included in the supplemental fees below.

FEE PROPOSAL

We propose to provide the supplemental services described above on a time and materials basis, not to exceed the amounts shown below without additional authorization from Augusta Utilities Department.

TASK	DESCRIPTION	PROPOSED FEE	
1	Supplemental Construction Administration		
	(T&M NTE)	\$	31,750
2	NPDES Inspections and Permit Termination		
	(T&M NTE)	\$	6,750
Total Supplemental Services		\$	38,500

Services will be invoiced based on actual labor expended at Cranston's current billing rates. These amounts are intended to cover applicable services performed from **August 1, 2026 through February 15, 2027**.

ASSUMPTIONS AND EXCLUSIONS

- This proposal is intended to cover the extended and expanded **construction-phase** services described above through February 15, 2027.
- Previously authorized Post-Construction Administration and Survey Services remain unchanged and are not included in this supplemental fee.
- Services performed by CSRA Testing and Engineering and Terracon are under separate authorization by Augusta Utilities Department and are not included in Cranston's fee.
- Major redesign or additional engineering services beyond those described above are excluded and may be provided under separate authorization if requested.
- The estimated not-to-exceed amounts are based on the anticipated level of effort and construction duration currently understood.
- Should construction extend materially beyond February 15, 2027, Cranston will coordinate with Augusta Utilities Department regarding any additional services required.

We appreciate the opportunity to continue assisting Augusta Utilities Department with this project. Please do not hesitate to contact us if you have any questions.

Sincerely,

CRANSTON LLC



Cary M. Nagler, PE
Senior Project Engineer

ACCEPTED:

AUGUSTA, GEORGIA

BY: _____

TITLE: _____

DATE: _____

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	N/A
DATE	09/24/2026

PROJECT TITLE

Augusta Reservoir Dams Improvements

ORIGINAL CONTRACT DATE

PROJECT NUMBER AUD 2019-032

OWNER AUGUSTA, GEORGIA

PO NUMBER P497903

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):

Cranston was justified as the sole source provider of Construction Administration services and entered into an Engineering Services Agreement with AUD for the Augusta Reservoir Dams Improvements. As construction activities continue, this scope modification is to extend additional construction administration services through to February 2027 and NPDES inspections through the end of calendar year (CY) 2026.

PAYEE

CRANSTON ENGINEERING GROUP

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 38,500.00

The contract time will be INCREASED by 150 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 24,900.00

PREVIOUS CHANGE ORDER \$ 0.00

THIS CHANGE ORDER (INCREASE) \$ 38,500.00

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 63,400.00

FUNDING NUMBER/ACCOUNT NUMBER

507043410-5425110

PROPOSED BY:

DATE: 09/24/2026

CONSULTANT

REQUESTED BY:

DATE: 10/6/2026

ENGINEER

SUBMITTED BY:

DATE: 50 Oct 26

DEPARTMENT DIRECTOR

FINANCE
ENDORSEMENT:

DATE:

COMPTROLLER

RECOMMENDED BY:

DATE:

ADMINISTRATOR

APPROVED BY:

DATE:

MAYOR

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 8.

PURCHASE ORDER NO.
P497903

DATE 06/01/26	DEPARTMENT 043410	VENDOR PHONE # (706) 722-8379	REQUISITION/QUOTE NO. R419699
VENDOR # 17520	E-VERIFY # 64684	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR CRANSTON ENGINEERING GROUP 452 ELLIS STREET P.O. BOX 2546 AUGUSTA, GA 30903	ATTN: SOLE SOURCE BID NUMBER: CONTRACT #: BUYER: NANCY
--	---

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		CONSTRUCTION ADMINISTRATION SERVICEDS FOER THE AUGUSTA RESERVOIR DAMS IMPROVEMENTS PROJECT APPROVED BY ADMIN 5/14/26 G/L 507-04-3410/54-25110 J/L 81800010 - 5425110	24,900.00	24,900.00
APPROVED BY ADMIN 5/14/26 *NANCY WILLIAMS 5/26/26						

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

Sent by:

JUN 05 2026

Tess Thompson

REQUISITIONER

NET TOTAL.....

24,900.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

214



Engineering Services Committee

Meeting Date: October 13, 2026

Augusta Canal - Federal Energy Regulatory Commission License 2026-2027 Updates Engineering Services Contract

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter an Engineering Services Contract with Cranston LLC to provide engineering and profession services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of \$481,043.00.
Background:	Augusta Utilities Department is currently a license applicant with the Federal Energy Regulatory Commission (FERC) for operation of the Augusta Canal. This contract will assist AUD with preparation and maintenance of the plans and programs required by FERC. Cranston LLC has previously provided these FERC required services and this would be a renewal of those services for two years.
Analysis:	Approval of this contract will allow AUD to meet the requirements of the FERC during our application process. This contract will meet all requirements of our FERC license application for the next two years.
Financial Impact:	We have reviewed the proposal from Cranston LLC and find it to be reasonable. Funding in the amount of \$481,043.00 is available from accounts: G/L 507043410-5212115 - J/L 89600440-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston LLC for \$481,043.00.
Funds are available in the following accounts:	Funds are available in account G/L 507043410-5212115 - J/L 89600440-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Mitchell O'Neal, P.E. 
Interim Assistant Director, Utilities Department

DATE: September 21, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE
FERC License 2026-2027 Updates Engineering Services Contract

AUD requests approval for Cranston LLC as the sole source to perform engineering and profession services related to the Federal Energy Regulatory Commission (FERC) License for the Augusta Canal. Cranston LLC has previously completed FERC required inspections and plan updates and is familiar with the Augusta Canal Project history, structures, and operations. Cranston LLC's experience and immediate involvement with this project allows for efficient, accurate assessments while avoiding added costs of bringing in a new firm.

The attached proposal outlines Cranston LLC's services and AUD has determined that the associated costs are fair and reasonable.



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: **Cranston LLC**

PROJECT: **Augusta Canal Annual FERC License Updates 2026-2027**

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2026 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Cranston LLC., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Augusta Canal Annual FERC License Updates 2026-2027

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

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

CONSULTANT:
CRANSTON LLC

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

CRANSTON LLC

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

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

DRAFT



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

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

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

DRAFT



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____

**ADDITIONAL SERVICES:**

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

NOTE:

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



BEST AND FINAL FEE PROPOSAL

DRAFT



CRANSTON

CranstonEngineering.com

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

July 22, 2026

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

Re: Augusta Canal Annual FERC
Updates 2026-2027
Cranston File No. P26CRA0471

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for accomplishing the necessary engineering, survey, inspection and reporting services associated with the Federal Energy Regulatory Commission (FERC) compliance requirements for the Augusta Canal Hydropower Project. In addition to the annual FERC updates and reporting requirements, this proposal includes support for agreed recommendations from the 2024 Part 12D report, FERC D2SI security inspection follow-up requirements, FERC comments related to the Inflow Design Flood Report and Sudden Failure Assessment, and ongoing regulatory and program-support needs. This proposal states our understanding of the project scope, the general tasks needed to comply with applicable requirements, and the fees for accomplishing the work.

GENERAL:

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

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

The Augusta Canal Hydropower Project includes the canal, diversion dam, banks and drainage works, but excludes the power generating facilities of Sibley,

King, and Enterprise Mills, as well as the Augusta Raw Water Pumping Station. The project is subdivided into individual projects identified by FERC by project number as follows: High Hazard - Augusta Canal Left Embankment & Structures (Below Bulkhead) (Project No. 11810-01-02), High Hazard - Augusta Canal Right Embankment (Below Bulkhead) (Project No. 11810-01-03), Significant Hazard - Augusta Canal Left Embankment & Structures (Above Bulkhead) (Project No. 11810-01-01), and Significant Hazard - Augusta Diversion Dam (Project No 11810-02-01).

SCOPE OF WORK:

The services proposed herein are intended to provide the technical bases for AUD's compliance with the applicable requirements of the Federal Energy Regulatory Commission Dam Safety Monitoring Program, FERC D2SI security compliance and inspection follow-up requirements, FERC comments related to the Inflow Design Flood Report and Sudden Failure Assessment, specialized inspection and improvement projects requested by AUD, and recommended actions from the 2024 Part 12D. The proposed components are more fully described as follows:

I. 2026-2027 Annual FERC Reports and Updates

A. 2026 & 2027 Emergency Action Plan Orientations and Updates.

The annual orientation seminar, drill, and review of the Emergency Action Plan (EAP) will be conducted, and the plan will be updated accordingly based on comments received from the attendees and regulatory reviews. The annual orientation and drill will include a meeting of all notification flow chart personnel identified in the Emergency Action Plan. An onsite tour or virtual tour will be included as allowable. We will also hold a meeting with the local EMA and AUD staff to review emergency actions, current response times, and related EAP coordination items. Substantive Sudden Failure Assessment (SFA) update services are described separately in Section IV.D. Upon completion of the meetings and subsequent plan updates, a revised EAP document for 2026 and/or 2027 will be distributed to all plan holders, and a status report will be prepared for AUD submittal to FERC. The EAP practical exercise and/or annual seminar will be conducted prior to the peak of hurricane season in August or sooner, with the FERC submission deadline being December 31 of each year.

B. 2026 & 2027 Public Safety Plan Reviews and Updates.

The Public Safety annual field inspection, plan review, and plan update will be conducted in accordance with FERC regulations. Should revisions be required, revised plan sheets will be distributed to all plan holders, and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31 of each year.

C. 2026 & 2027 Dam Safety Surveillance and Monitoring Plan (DSSMP) Report, Reviews and Updates.

We will perform an annual review of the DSSMP in 2026 & 2027 and make any necessary updates which may be required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual Dam Safety Surveillance and Monitoring Report(s) (DSSMR) for submission to FERC. The current FERC deadline for submission is December 31 of each year. This task will include incorporation of findings from recent repairs and/or other activities associated with the maintenance and repair of the canal following damage from the impacts of Hurricane Helene.

D. 2026 & 2027 Owners Dam Safety Program (ODSP) Annual Reports and Updates.

The annual Owners Dam Safety Plan Report will be compiled in accordance with the FERC requirements. We will also review the plan and make any necessary updates required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual report for submission to FERC. The current deadline for submission is December 31 of each year.

E. 2026 & 2027 FERC D2SI Annual Security Compliance Certification (ASCC) and Security Inspection Follow-Up Assistance.

We will provide assistance to AUD in developing the FERC D2SI Annual Security Compliance Certification assessments, program updates, documentation, and coordination efforts to maintain compliance with FERC security requirements. This includes assistance with the Security Program for Hydropower Projects, Dam Assessment Matrix for Security and Vulnerability Risk, coordination with AUD and FERC, and attendance at periodic meetings.

This task also includes additional assistance related to FERC D2SI's June 25, 2026 post-inspection follow-up letter for P-11810-01, Augusta Canal, including the enclosed Physical Security Follow-up and Recommendations table. This expands the task from routine annual certification support to include a short-term response effort and follow-up tracking for the specific recommendations identified in that letter.

The added effort includes:

- Review of the June 25, 2026 FERC D2SI follow-up letter and recommendation table;
- Preparation of an initial response, Plan and Schedule for AUD review;
- Assistance with FERC recommendation tracking, including responsible parties, due dates, status, and completion documentation;

- Coordination with AUD staff and other responsible parties regarding actual security procedures and implementation status;
- Support for updates to security-related documentation identified in the recommendation table, including the Security Plan, Internal Emergency Response Plan, Security Assessment, project maps, response procedures, communication procedures, and key-control procedures, as needed; and
- Assistance with status updates and completion documentation for future FERC coordination.

This task is intended as regulatory and documentation support for AUD. It does not include implementation of physical security improvements, procurement or installation of security hardware, law-enforcement services, IT/security-vendor services, or a full independent vulnerability assessment unless separately authorized.

II. 2026 & 2027 Field Reconnaissance, Inspections, and Compliance Reporting

- A. Additional Detailed and Periodic Canal Inspection Compliance.**
During the next bi-annual period of 2026-2027, we will also perform two (2) periodic general inspections of the canal crest and known seepage areas. These inspections will include photo documentation and identification with GPS locations for map and field reference.
- B. Operations and Procedures Updates (As Needed).**
We will meet with AUD and RWPS staff to discuss necessary updates to the Operations Manual. These services may result from the outcomes of the Dam Safety Report – Accommodating the IDF, annual EAP reviews, FERC correspondence, AUD operational changes, or other operations-related needs not otherwise addressed under the specific IDF, SFA, or EAP Practical Exercise tasks described in Section IV. These services are estimated and will only be used as needed at the direction of AUD.
- C. Supporting Technical Information Document (STID) Response to FERC Comments (As Needed).**
This item is to update and address potential FERC comments related to the latest edition of the published STID documentation. This includes updating filing STID documentation with new information developed in 2026 and 2027 for the next future published STID update.

III. 2026 & 2027 Project Management, FERC Coordination, Training, and Additional Tasks

A. 2026 & 2027 Project Management and FERC Coordination Assistance (As Needed).

We will provide ongoing primary assistance developing subsequent response letters, project management tasks, and general coordination with AUD, SHPO, and FERC representatives, where not otherwise specified. We will review and provide comments on related correspondence, regulatory submittals, and project documentation as requested by AUD.

We anticipate participating in monthly status meetings with AUD to review current tasks, upcoming deadlines, and anticipated regulatory coordination needs. Additional interim coordination meetings may be held as needed during active work periods, with an assumed average of approximately one interim meeting per month between regular monthly status meetings. We will also participate in joint meetings with FERC and AUD when requested by AUD.

B. Additional Canal Tasks (Allowance).

In order to be flexible and responsive to unforeseen circumstances, service requests from AUD and FERC, and other support needs not specific to the tasks identified above, we will provide secondary services on an as-needed basis. This task is proposed due to prior requests from FERC for communications and information from AUD not specific to current contracted services, real-time conditions that require our assistance, limited technical and regulatory support related to funding-program coordination, including CWIFP-related documentation review or response support requested by AUD, and/or other circumstances that require timely support services from Cranston to AUD.

C. 2026 & 2027 AUD Training and Public Education. (As Needed).

We will provide assistance to AUD in developing the FERC requested and ODSP documented public education outreach activities. To the extent requested, we will help with materials and assistance during public meeting(s) or training meeting(s), up to three meetings total. The public education previously proposed by AUD and Augusta-Richmond County Emergency Management Agency for a public outreach event in 2024 for residents, businesses, and other interests within the 100-foot potential failure impact zone were cancelled due to the pandemic. Additional services regarding training and public education for 2026 & 2027 are provided in this scope item; however, they are anticipated to only be in a support capacity by attending a public meeting, training exercise, and/or providing technical information or material review of documentation provided by AUD for these purposes. This task will include assistance in developing an annual Raw Water Pump Station and relevant AUD staff training session on key elements of canal and dam safety operations, inspections, and reporting.

IV. Modernizing Base Map, Hydraulic Modeling, IDF/SFA Updates, and EAP Practical Exercise

A. Modernize Augusta Canal Base Map

We will update the existing base map for the Augusta Canal Hydropower Project using available project mapping, one-foot LiDAR contour data, existing GIS/CAD information, aerial imagery, record information, and other available project data developed or maintained by Cranston and AUD. The updated mapping will cover approximately 50 drawings, including project overview sheets and more detailed sheets for the upper canal and major project structures.

Services will include review and incorporation of available mapping data, updates to project features and terrain information, preparation of revised drawing sheets, and general QA/QC review. The updated mapping will be developed to support inspections, reporting, STID updates, and future capital planning. The updated base mapping and terrain information will also be used as supporting reference information for the hydraulic model described in Section IV.B.

This task is based on the use of existing available project data and does not include new field survey unless separately authorized.

B. Modernize Augusta Canal Hydraulic Model

We will develop a new 2D unsteady flow hydraulic model in HEC-RAS (latest version) for the approximately 7-mile Augusta Canal, replacing the existing 1D schematic model developed by USACE in the early 2000s. The model will incorporate provided one-foot LiDAR contours for terrain, updated land use data, and existing HEC-HMS inflow hydrographs (no revisions anticipated). Key elements include modeling 2 passive weirs, 10 outlet control gates, 19 inline flood control gates, and 9 miles of levees. Tasks include: reviewing existing models and data, including Hurricane Helene repair data (if available); setting up terrain in RAS Mapper using IV.A outputs; defining 2D flow areas and mesh with refinements near structures; modeling hydraulic structures with operational rules; applying boundary conditions and configuring unsteady flow; calibrating and validating the model using available historical events; conducting sensitivity analysis for land use and operations; and documenting results with a technical report and STID/Operations Manual updates. The model will support evaluation and documentation of FERC compliance for IDF scenarios. Additional surveying, if needed, will be scoped separately on a time-and-materials basis.

C. Inflow Design Flood (IDF) Update

We will provide assistance to AUD in addressing FERC comments related to the Inflow Design Flood (IDF) Report. Services will include review of

FERC correspondence, coordination with AUD regarding the proposed response approach, preparation of draft response materials, and development of plan-and-schedule documentation for AUD review and submittal to FERC, as applicable.

This task may include review and update of the IDF report discussion related to selected flood-handling alternatives, gate operations assumptions, action levels, RWPS Intake #9 and Intake #10 discharge assumptions, Long Gate Spillway discharge limitations, Tin House Gate operations, and Bulkhead Gate/Headgate operating assumptions. Services may also include evaluation of RWPS Intake #9 trash rack impacts on flood discharge capacity, consideration of debris-management measures, clarification of alternatives to be implemented or not implemented, and development of plan-and-schedule information for gate modifications or embankment/freeboard improvements identified through the updated IDF review.

This work will be coordinated with the modernized base map and hydraulic modeling tasks described above. The updated mapping and hydraulic model will provide supporting information for canal features, gate and discharge structure locations, critical low points, IDF water surface elevations, freeboard evaluations, and flood-handling alternatives.

D. Sudden Failure Assessment (SFA) Update

We will provide assistance to AUD in updating the Sudden Failure Assessment (SFA) and related EAP documentation. Services will include review of the current SFA, FERC comments, EAP provisions, camera installation status, emergency response assumptions, and coordination measures with first responders, Augusta Canal Authority, AUD operations staff, and other applicable parties.

This task may include updating detection, verification, notification, and response-time assumptions; documenting the effect of installed cameras and other monitoring improvements; incorporating coordination with first responders and nearby responsible parties; updating public education and critical facility coordination information; and preparing revised SFA documentation for incorporation into the EAP and/or annual EAP status reporting.

Services may also include development of SFA-related gate opening/closure procedures and emergency response guidance for sudden failure or potential failure conditions, including procedures for response when primary access routes are obstructed, flooded, washed out, or otherwise unsafe. Alternative access mapping may be prepared for critical canal structures and response locations, including the Headgates/Diversion Dam, Bulkhead Gates, Long Gate Spillway, Tin

House Gate, RWPS Intake structures, WPA Spillway/RWPS area, 13th Street Gates, and other locations identified with AUD.

This work will be coordinated with the modernized base map task to provide updated reference mapping for critical facilities, camera locations, access routes, emergency response locations, and other SFA/EAP support information.

E. EAP Practical Exercise Support (Time & Material)

We will provide support for the coordinated 2027 Practical Exercise with stakeholders and emergency management personnel, including participation, facilitation, documentation, and updates to the EAP based on outcomes. This includes facilitating the exercise, incorporating applicable SFA and camera-related information into the exercise discussion, identifying follow-up items, and preparing status documentation for FERC submission. This task will be performed on a time-and-materials basis to accommodate variable needs.

FEE PROPOSAL:

We propose to accomplish the individual items listed below at the fees and terms for each item shown. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time. We have provided estimated not-to-exceed fees for these items for your budgeting purposes.

I. 2026-2027 Annual FERC Reports and Updates

Lumpsum

Subtotal: \$169,900.00

II. 2026-2027 Field Reconnaissance, Inspections, and Compliance Reporting

Lumpsum

Subtotal: \$33,100.00

III. 2026-2027 Project Management, FERC Coordination, Training, and Additional Tasks

Lumpsum

Subtotal: \$194,200.00

IV. Modernizing Base Map, Hydraulic Modeling, IDF/SFA Updates, and EAP Practical Exercise

A. Modernize Augusta Canal Base Map:	\$24,000 (T&M, Not-to-Exceed)
B. Modernize Augusta Canal Hydraulic Model:	\$50,400 (T&M, Not-to-Exceed)
C. Inflow Design Flood Report (IDF) Update:	\$30,000 (T&M, Not-to-Exceed)
D. Sudden Failure Assessment (SFA) Update:	\$25,000 (T&M, Not-to-Exceed)
E. EAP Practical Exercise Support:	\$10,000 (T&M, Not-to-Exceed)

Subtotal: \$139,400.00 (T&M, Not-to-Exceed)

Subtotal Before Credit: \$536,600.00

Prior Contract Credit: (\$55,557.00)

GRAND TOTAL: \$481,043.00

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

Wes Byne, P.E.
 July 22, 2026
 Page **10** of **10**

Augusta Canal FERC Updates 2026-2027
 Cranston File No. P26CRA0471

TIME OF COMPLETION

We are prepared to begin work at your direction and will work with AUD to develop and periodically update a schedule for the proposed services. The schedule will be used to organize anticipated tasks, support applicable AUD and FERC deadlines, and adjust priorities as needed during the course of the work. Task sequencing and completion dates may be modified as necessary to address changing regulatory requirements, AUD priorities, FERC correspondence, field conditions, and other project needs.

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

Sincerely,

CRANSTON LLC

Cary M. Nagler, PE

William T. Dunaway, PE

CMN/cmn

ACCEPTED:

CITY OF AUGUSTA

BY: _____

TITLE: _____

DATE: _____



Engineering Services Committee

Meeting Date: October 13, 2026

AUD Sand Ridge-Pinnacle Place Water Main Interconnect

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to enter an Engineering Services Contract with Infrastructure Systems Management, LLC to provide engineering services for the design, permitting, and construction administration of the water main interconnection between the Sand Ridge and Pinnacle Place subdivisions. Infrastructure System Management is on the prequalified Engineering Consultants list RFQ 24-132 approved on 6/24/24’.
Background:	This contract will provide the necessary professional engineering services to develop the preliminary design, wetlands delineation, plans and specifications, wetlands permit, and construction administration to allow AUD to eliminate two (2) single-feed service areas within Augusta-Richmond County. This project will include permitting, design, bidding, and construction administration.
Analysis:	Eliminating single-feed service areas is consistent with Augusta’s long-term strategy to address providing redundancy to portions of the existing service area. Providing redundant feeds will allow better operations and maintenance of the water infrastructure within the area.
Financial Impact:	The proposal from Infrastructure Systems Management, LLC has been reviewed and determined to be reasonable. Funding in the amount of \$62,500 is available from these accounts: G/L 507043410-5212115 and J/L 82400050-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Infrastructure Systems Management, LLC for \$62,500.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 507043410-5212115 and J/L 82400050-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Item 10.

Wes Byne, P.E.
Director

Mitchell O'Neal, P.E.
Interim Assistant Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Clark Rivers, E.I.T., Project Manager
Utilities Department

CC: Mitchell O'Neal, P.E., Interim Assistant Director 
Utilities Department

DATE: 09/21/2026

SUBJECT: Engineering Services Justification
AUD Sand Ridge-Pinnacle Place Water Main Interconnect

Augusta Utilities Department (AUD) has engaged Infrastructure Systems Management, LLC to provide engineering services including the preliminary design, wetlands delineation, plans and specifications, wetlands permitting (if necessary), and construction administration services for the design and construction of water main interconnection to eliminate two (2) single-feed service areas (i.e., Sand Ridge and Pinnacle Place sub-divisions). This project would interconnect the two subdivisions providing redundant means of water service to both service areas.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Infrastructure Systems Management, LLC is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

Infrastructure Systems Management, LLC

Tel 706-691-8611

1557 Broad Street

www.ismlc-engr.com

Augusta, GA 30904

aladson@ismlc-engr.com



September 17, 2026

N. Clark Rivers, EIT
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

RE: Sand Ridge & Pinnacle Place
Water System Interconnection
Augusta Utilities Department

Dear Mr. Clark,

Infrastructure Systems Management (ISM) is pleased to submit this proposal to provide professional engineering services for The Sand Ridge & Pinnacle Place Water System Interconnection Improvements.

We understand the basic scope of the project is to provide an interconnection between Sand Ridge and Pinnacle Place subdivisions off Tobacco Road to improve water flows and redundancy.

Scope of Services

- Provide preliminary water line design for AUD review
- Provide Wetland delineation (*not to include permitting*)
- Prepare plans & specifications for bidding and construction.
- Shop Drawing review and approval.

Engineering Fee

ISM will provide these basic engineering services for a lump sum fee of **\$40,000**. We estimate completion of this project at 90 days or less upon notice of award.

Additional Services

Where required, and having prior approval, we propose to invoice for Additional Services in accordance with the attached rates on an hourly basis. The Additional Services are as follows:

- Field survey work and subsurface survey (\$7,500 to \$11,000)
- Wetlands Permitting (\$3,500-\$7,500) *if necessary*.

- Construction Administration Services (Hourly, not to exceed \$4,000)
- Construction Inspection Services (Hourly) *if requested*

Once again, we appreciate your consideration of ISM for these projects. If this proposal is acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me on (706) 339-9660.

Sincerely,



Eric M Hinds
Senior Project Manager
ISM LLC

ACCEPTED:

AUGUSTA RICHMOND COUNTY, BOARD OF COMMISSIONERS:

Signature:

Date:

Infrastructure Systems Management, LLC

Tel 706-691-8611

1557 Broad Street

www.ismlc-engr.com

Augusta, GA 30904

aladson@ismlc-engr.com



INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC (ISM) ENGINEERING RATES

Position	Hourly Rate
Principal / Senior Professional Engineer	\$270
Design Engineer / Professional Engineer / Project or Construction Manager	\$205
Senior Inspector / Plan Reviewer / Project Engineer	\$150
Staff Engineer	\$100
Resident Project Representative / Inspector II	\$95
Resident Project Representative / Inspector I	\$80
Technical / CADD Personnel	\$75
Administrative Assistant	\$70
Secretary	\$60
Mileage	\$0.575 / Mile

Other Direct Expenses: Actual Cost plus 5% for handling and Insurance.

Office of the Administrator



Takiyah A. Douse
Interim Administrator

June 27, 2024

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

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

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

Takiyah A. Douse, Interim Administrator

TAD/nd

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



Engineering Services Committee

Meeting Date: October 27th, 2026

AUD enQuesta One Year Renewal

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve One Year Renewal of enQuesta for AUD
Background:	AUD uses the enQuesta Customer Information System (CIS) provided by Systems & Software to manage water meter customer data and billing processes. This system, in conjunction with other systems including InvoiceCloud, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used enQuesta for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract.
Analysis:	The use of enQuesta is required in order for AUD to bill customers for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, however continued use of enQuesta is required in order for AUD to bill customers until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.
Financial Impact:	\$615530.70
Alternatives:	None
Recommendation:	Approve one year contract with Systems & Software for enQuesta software
Funds are available in the following accounts:	506043210-5223110 --- \$578423.10 581044320-5223110 --- \$37107.61

REVIEWED AND APPROVED N/A
BY:



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

Vendor: Systems & Software E-Verify Number: 401203

Commodity: enQuesta CIS

Estimated annual expenditure for the above commodity or service:

\$ 615530.70

578,423.10
32,102.61

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).

- X 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: Dean Meyer Department: Utilities Date: 9/18/25

Department Head Signature: [Signature] Date: 5 Oct 26

Approval Authority: [Signature] Date: 10/07/25

Administrator Approval: (required — not required) Date:

COMMENTS:



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick *10/26/26*
Director, Procurement Department

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

FROM: Dean Meyer

CC: Steve Little

DATE: September 18th, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

AUD is required to complete an annual renewal of our Customer Information System (CIS) software, enQuesta, provided by Systems & Software (S&S). S&S is the only provider of this CIS, and there are no alternatives available to AUD to use other software for this purpose. This software is required in order for AUD to bill customers for their water consumption.



Engineering Services Committee

Meeting Date: October 27th, 2026

AUD enQuesta One Year Renewal

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve One Year Renewal of enQuesta for AUD
Background:	AUD uses the enQuesta Customer Information System (CIS) provided by Systems & Software to manage water meter customer data and billing processes. This system, in conjunction with other systems including InvoiceCloud, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used enQuesta for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract.
Analysis:	The use of enQuesta is required in order for AUD to bill customers for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, however continued use of enQuesta is required in order for AUD to bill customers until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.
Financial Impact:	\$615530.70
Alternatives:	None
Recommendation:	Approve one year contract with Systems & Software for enQuesta software
Funds are available in the following accounts:	506043210-5223110 --- \$578,423.10 581044320-5223110 --- \$37,107.61

REVIEWED AND APPROVED N/A
BY:

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 11/13/2025
DIVISION: Augusta Utilities Admin
FUND #: 506043110 5223110

REQUISITION #
☐ IT ☐ SCADA ☐ INVENTORY ☐ BID ITEM
☐ ROUTINE ☐ EMERGENCY ☐ SOLE SOURCE ☐ PREFER ITEM

SHIP TO:
Augusta Utilities Administration
452 Walker St Ste 200
VENDOR: Systems & Software
ADDRESS: 10 E Allen St Ste 201
PHONE #: 802-865-1170
QUOTED BY: Courtney Musella

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Annual CIS Renewal	1	578,423.10	578,423.10		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				578,423.10		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:
enQuesta CIS 2027 Annual Renewal

REQUESTED BY: 

APPROVED BY: 

Director's Signature: 

AUGUSTA-RICHMOND COUNTY GEORGIA

PROCUREMENT DEPARTMENT

DEPARTMENT NAME: Augusta Utilities Administration

DEPARTMENT NUMBER: 4502

REQUISITION

Systems & Software

REQUISITION DATE: 09/18/2026

SR

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

VENDOR
PHONE NUMBER
QUOTED BY

ITEM NO	DESCRIPTION	ITEM NO.	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1					-		-		-
2	Annual CIS Renewal				-		-		-
3	enQuesta CIS Annual (SWU Portion)			-	-		-		-
4									
5				-	-		-		-
6	581044320-52.38110			-	-		-		-
7	Stormwater Funds		1	37,107.61	37,107.61		-		-
8				-	-		-		-
9				-	-		-		-
10				-	-		-		-
11				-	-		-		-
12				-	-		-		-
13	Ship to:			-	-		-		-
14	Augusta Utilities Administration			-	-		-		-
15	452 Walker St, Ste 200			-	-		-		-
16	Augusta, GA 30901			-	-		-		-
17				-	-		-		-
18				-	-		-		-
19				-	-		-		-
20				-	-		-		-
21				-	-		-		-
TOTAL BID				\$	37,107.61	\$	-	\$	-
SHIPPING CHARGES									
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER									

Item 11.



September 18th, 2026

Augusta Utilities Department

452 Walker St. Suite 200

Augusta, GA 30901

Attn: Mayor, Garnett L. Johnson

RE: 2027 Maintenance Quote – enQuesta

Dear Team,

Thank you for your continued partnership and confidence in our team. Renewing your annual maintenance agreement helps ensure uninterrupted access to the support and services that enable your organization to operate efficiently and effectively. With your renewal, you'll benefit from:

- Direct access to our knowledgeable support staff, available weekdays 8:00 AM – 6:00 PM ET, plus after-hours on-call support
- Defined support levels to prioritize your business needs
- Access to training opportunities designed to help your team succeed
- Regular updates and enhancements to system functionality
- An invitation to our annual HCTC conference, taking place in Orlando, FL in December 2027

At S&S, we are continually enhancing our product, and this past year we delivered improvements in every release — with a focus on automation, accuracy, and giving your team more control. As part of your maintenance, we've introduced the following new features and enhancements:

- **More Automation in Job Scheduler** – Month-end billing, balance file reconciliation, and a new Export Bill Register Summary can now run as scheduled jobs, eliminating manual late-night processing.
- **Work Without Waiting** – Meter and Premise Maintenance screens no longer lock records. Multiple users can work simultaneously, with built-in conflict detection that protects against accidental overwrites.
- **Smarter Address and Location Data** – A new standard GIS interface program supports premise and address synchronization, and address validation has been updated with the latest autocomplete technology and configurable options for secondary addresses.
- **Expanded Budget and Installment Options** – Create a work order automatically when a Budget True-Up runs, display the full account balance on installment eBill notifications, and merge the installment down payment due date directly into your letters.
- **Stronger Controls and Oversight** – Supervisors can now reverse, delete, and reprint receipts across any user's batch with a full audit trail; sub-accounts can be blocked from paying via IVR; and work queue approvers receive automatic emails for pending multi-level approvals.
- **More Accurate Bills and Notices** – Suppress bills for inactive accounts, pull Past Due and Final Notice dates directly from the system's notice due date, and process at greater scale.

The yearly maintenance amount from January 1, 2027, through December 31, 2027, has been revised to the following:



Product	Support Period		Total Invoice
enQuesta Support	1/1/2027	12/31/2027	\$ 209,884.61
Third Party Maintenance	1/1/2027	12/31/2027	\$ 28,458.95
Stormwater Support	1/1/2027	12/31/2027	\$ 36,668.25
Report Modification (CQ-134) Support	1/1/2027	12/31/2027	\$ 439.36
enQuesta Cityworks Integration Support (PO 19UTI757	1/1/2027	12/31/2027	\$ 10,561.27
Microfocus Support	1/1/2027	12/31/2027	\$ 9,260.07
Cloud Hosting	1/1/2027	12/31/2027	\$ 101,683.93
Capricorn Maintenance	1/1/2027	12/31/2027	\$ 26,883.07
Added Cognos License Support	1/1/2027	12/31/2027	\$ 3,296.48
Oracle Enterprise Edition License Support	1/1/2027	12/31/2027	\$ 13,759.20
Added Cognos Licenses	1/1/2027	12/31/2027	\$ 826.88
Cloud Hosting - New Test Environment	1/1/2027	12/31/2027	\$ 19,448.10
AMI Support and extended infrastructure	4/3/2027	4/2/2027	\$ 42,847.56
MDM Subscription (Year 2)	4/3/2027	4/2/2027	\$ 111,513.00
Total 2027 Renewal			\$ 615,530.73

S&S Terms and Conditions:

1. This quote is valid for all current services as of January 1, 2027, through December 31, 2027, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2027 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Account Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:
Customer/Organization: **Augusta Utilities Department**

Date: _____
Mayor, Garnett L. Johnson

Date: _____
Courtney Musella, VP of Support Services

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

**Augusta Utilities Department**

452 Walker St. Suite 200

Augusta, GA 30901

Dear Customer,

Please review the following affirmation that will serve as a sole source statement from Systems & Software division of Harris Utilities Group.

Systems & Software, a division of Harris Utilities Group, developed proprietary software and integration that provides its enQuesta CIS solution for utilities to manage their Utility Billing. This Integration and software is only available directly from Harris Utility Group, there are currently no regional distributors for this product in the United States.

Please let me know if you have any questions, thank you.

Sincerely,

Michael Lamontagne

Michael Lamontagne

Director of Sales, Systems & Software

MLamontagne@harriscomputer.com

(802) 233-2978

Proprietary & Confidential



Engineering Services Committee

Meeting Date: October 13, 2026

AUD InvoiceCloud One Year Renewal

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve One Year Renewal of InvoiceCloud for AUD

Background: AUD uses InvoiceCloud to process payments for water services. This system, in conjunction with other systems including enQuesta, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used InvoiceCloud for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract extension.

Analysis: The use of InvoiceCloud is required in order for AUD to process customer payments made online or over the phone for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, that includes evaluation of payment processing partners and will lead to a new long-term contract with the selected vendor. However, continued use of InvoiceCloud is required in order for AUD to process customer payments until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.

Financial Impact: \$0

Alternatives: None

Recommendation: Approve one year contract with InvoiceCloud

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED N/A
BY:



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

Vendor: InvoiceCloud E-Verify Number: 1730746

Commodity: Software

Estimated annual expenditure for the above commodity or service: \$ 0

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).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
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: Dean Meyer Department: Utilities Date: 9/18/2026

Department Head Signature:  Date: 30 Sept 26

Approval Authority: _____ Date: _____

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

COMMENTS:



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Dean Meyer**

CC: **Steve Little**

DATE: September 18th, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

AUD is required to complete an annual renewal of our payment processing software, InvoiceCloud, provided by InvoiceCloud. InvoiceCloud is the only provider of this payment processing solution, and there are no alternatives available to AUD to use other software for this purpose. This software is required in order for AUD to process customer payments for their water consumption.

AMENDMENT NO. 1 TO THE BILLER AGREEMENT

THIS AMENDMENT NO. 1 TO THE BILLER AGREEMENT (“Amendment”), effective as of August 14, 2026 (**“Amendment No. 1 Effective Date”**), is made and entered into by and between **City of Augusta, GA (“Biller”)**, and **Invoice Cloud, Inc.**, a Delaware corporation having a principal place of business at 10 Fan Pier Boulevard, Suite 4, Boston, MA 02210 (**“Invoice Cloud”**). Biller and Invoice Cloud may be referred to herein separately as a **“Party”** and collectively as **“Parties.”** Capitalized terms used herein shall have the meanings ascribed to them in the Biller Order Form and Biller Agreement (as defined below) unless expressly defined herein.

RECITALS

WHEREAS, the Parties entered into that certain Biller Order Form dated November 10, 2014;

WHEREAS, the Biller Order Form incorporates by reference that certain Biller Agreement entered into by the Parties on November 10, 2014 (the Biller Order Form and Biller Agreement collectively comprising the “Invoice CloudService Agreement”);

WHEREAS, Biller now desires to adjust the term of the Invoice Cloud Service Agreement upon the terms and conditions set forth herein; and

WHEREAS, to that end, the Parties desire to amend the Biller Agreement as set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **AMENDMENT OF BILLER AGREEMENT.**

This Amendment hereby amends and revises the Biller Agreement to incorporate the terms and conditions set forth in this Amendment. The relationship of the Parties shall continue to be governed by the terms of the Invoice Cloud Service Agreement, as amended.

2. **MODIFICATIONS TO BILLER AGREEMENT.** The Biller Agreement is modified as follows:

2.1 **The first two (2) sentences of Section 6 of the Biller Agreement (“Term and Termination”)** is hereby DELETED and REPLACED with the following:

“This Agreement commenced on the Effective Date of the Biller Order Form and will continue until November 9, 2027 (“Instant Term”) and will renew for each of additional successive one (1) year terms (“Renewal Term”) unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Instant Term or any Renewal Term by such party providing written notice to

the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term.”

3. **GENERAL TERMS.**

In the event of a conflict between the terms set forth in this Amendment and the terms of the Invoice Cloud Service Agreement, the terms set forth in this Amendment shall control and prevail. Except as set forth in this Amendment, all other terms and conditions of the Invoice Cloud Service Agreement shall remain unmodified. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have, by and through their duly authorized representatives, executed this Amendment No. 1 to the Biller Agreement effective as of the Amendment No. 1 Effective Date first set forth above.

INVOICE CLOUD, INC.

CITY OF AUGUSTA, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



10 Fan Pier Boulevard, 4th Floor
Boston, MA 02210

September 29, 2026

Augusta Utilities Department
452 Walker St. Suite 200
Augusta, GA 30901

RE: Invoice Cloud, Inc. is the Sole Provider of the InvoiceCloud Platform

Dear Customer:

This letter confirms that Invoice Cloud, Inc. is the sole developer, owner, and operator of the InvoiceCloud electronic bill presentment and payment (EBPP) platform currently used by the City of Augusta.

The Invoice Cloud platform and its proprietary components are available only from Invoice Cloud, Inc. These components include: messaging and communication suite, payment products and processing services, the InvoiceCloud IVR payment solution, Cloudstore for non-invoiced services, and the implementation and user training for the InvoiceCloud platform.

No other vendor is authorized to provide or host the InvoiceCloud platform. Please feel free to contact me if you have any questions regarding this information.

Sincerely,

/s/ Thomas Gunnerson

Thomas Gunnerson
Deputy General Counsel
Invoice Cloud, Inc.
T: 781-399-4090
E: tgunnerson@invoicecloud.com

August 19

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential

Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting

such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

11. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

12. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

13. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 35 Braintree Hill Office Park, Suite 100, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
- b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law

provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller.

SALES INFORMATION

IC Sales Rep	Ryan Duarte	Request Date	12/9/2024
		Effective Date	1/24/2025

BILLER INFORMATION

BID #	640	Invoice Type Name	Utility
Biller Name	Augusta Utilities	Pricing Model (Submitter or Non-Submitter)	Submitter
City, State	Augusta, GA	f Non-Submitter: Interchange Paid By	Invoice Cloud
Contact Name	Steve Little		
Contact Title	Asst Dir - Fin & Admin		
Telephone #	706-312-4124		

BILLER PRICING CHANGE REQUEST

CURRENT PRICING

Description	Interval	Cost Type	Cost
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NEW PRICING

Description	Interval	Cost Type	Cost
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NOTES/SPECIAL HANDLING

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SERVICE FEE CHANGE REQUEST

CURRENT SERVICE FEE STRUCTURE					
Payment Source		Payment Method	Min Fee (\$)	Cost Type	Fee Amt
All Payment Sources		Credit/Debit		Fixed (\$)	\$ 0.00
PAYMENT SOURCE EXCEPTIONS					
NEW SERVICE FEE STRUCTURE					
All Payment Sources		Credit/Debit	\$1.95	Percent (%)	2.95 %
PAYMENT SOURCE EXCEPTIONS					
MAX PAYMENT CAP					
CC Max (\$)	125000.00	ACH Max (\$)	125000.00		
NOTES/SPECIAL HANDLING					
OLD: Credit Card absorbed \$0.85, ACH absorbed \$.50.					
NEW: 2.95% w/ \$1.95 min, \$125k Max cap, ACH stays absorbed at \$0.50.					

TRANSACTIONAL PRICING CHANGE REQUEST				
CURRENT PRICING				
Payment Source	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit		\$0.85	
All Payment Sources	ACH/EFT		\$0.50	
PAYMENT SOURCE EXCEPTIONS				
NEW PRICING				
All Payment Sources	Credit/Debit		\$0.00	
All Payment Sources	ACH/EFT		\$0.50	

PAYMENT SOURCE EXCEPTIONS			
MAX PAYMENT CAP			
CC Max (\$)	125000.00	ACH Max (\$)	125000.00
NOTES/SPECIAL HANDLING			

[signature page follows]

Accepted by Biller:

X *Steve Little*

Corporate Officer/Authorized Official

Steve Little

Printed Name

Asst Dir - Fin & Admin

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

Biller Order Form

Sales Information	Services	Products	Biller Information
Software Partner: Systems and Software	Invoice Presentment ☒	IVR ☒	Fed Tax ID: 58-2204274
Invoice Cloud Sales Partner:	ACH (EFT) Processing ☒	Check21 ☐	Organization Start Date: 1735
Invoice Cloud Sales Contact: Sam Evrard	Credit/Debit Card Processing ☒	Online Bank Direct ☐	Web Site URL: http://www.augustaga.gov/699/Utilities

GENERAL INFORMATION

Ownership Type:		CUSTOMER SERVICE / TRAINING CONTACT	TECHNICAL SUPPORT	MARKETING CONTACT
Government		Contact: Steven Little	Contact: Melissa Roberts	Contact: Steven Little
Legal Name: City of Augusta <i>Note: This name will have to match on ALL documents</i>		Phone: 706-312-4124	Phone: (706) 821-1745	Phone: 706-312-4124
Address 1: 530 Green Street		Email: slittle@augustaga.gov	Email: Roberts@augustaga.gov	Email: slittle@augustaga.gov
Address 2:				
City: Augusta	State: GA	Zip: 30901		
Name of Paperwork Signer: Deke S. Copenhaver	Signer Title: Mayor			
Signer Phone: 706-821-1833	Signer Email: dcopenhaver@augustaga.gov		Notes: ACH and Credit Card service fee for online payments. ACH only for IVR, absorbed by Augusta.	
<i>Note: Signer must sign ALL documents</i>				

PRICING

Item	Price	Quantity	Notes
Biller Portal Access Fee	\$ 00.00 Monthly (waived)		IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)
Additional Biller Portal Access Fee	\$0.00 Monthly	Quantity	\$0.00 Per Transaction
Paperless Presentment (Includes 3 emails)	\$ 0.25 Per paperless invoice (NOT for e-bills, only when paper is suppressed)	Check Reader	Quantity (Optional)
Additional Email Presentment	\$ Per Presentment	Online Bank Direct Access Fee (Optional)	\$0.25 Per Transaction
Monthly Presentment Fee	\$ Monthly	Online Bank Direct Transaction Fee (Optional)	N/A
ACH Reject Fee	\$15.00 Per Transaction	Implementation Fees	\$0.25 per transaction
\$0.00			

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

Name of Checking Account (As it appears on check or Bank Letter): Augusta (Rich Cty) Consolidated Gov			
Bank Name: GA BANK & TRUST CO OF AUGUSTA		Physical Address: 3530 Wheeler Road, Augusta, GA 30909	
		Phone: 706-738-6990	
Depository	Your Invoice payment collections will be electronically deposited into this account.	Routing # 061104314	Account # 201002868
Fees	Your Invoice and payment processing fees will be electronically deducted from this account.	Routing # 061104314	Account # 201002868

CERTIFICATION AND AGREEMENT

Item 12.

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency
- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day

11/10/14

Biller Signature

[Signature]

Corporate Officer

DAVID

Print Name



Accepted by Invoice Cloud:

[Signature]

INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)

Today's Date: 08/13/2014		Submitter ☒ Non-Submitter ☐		Information provided by: Sam Evrard	
Invoice Type: Water		Type of IC Service: EBPP ☒ Cloud Store ☐ Cloud Pay ☐		Credit Card Payment Methods: Visa ☒ MC ☒ Discover ☒ Amex ☐	
Billing Software: enQuesta		Software Version:		Printer: In-house	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: 1		Months Billed: Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐ All ☒	
Bill Mail Date: 1 st - 10 th ☒ 11 th -20 th ☒ 21 st -31 st ☒		Invoices per Cycle: 70,000			
Highest Invoice Amount: \$35,000.00		Average Invoice Amount \$ 65.00			

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)

Credit Card (non-utility)	Service Fee paid by payer ☐ 2.95% With a \$1.95 Minimum	Paid by the Biller ☐ Interchange, fees, dues, assessments + auth + plus 75 BPS
Credit Card (utility) (no Visa)	Service Fee paid by payer ☐ 2.95% With a \$1.95 Minimum	Paid by the Biller ☐ Interchange, fees, dues, assessments +auth + plus 75 BPS
ACH (Electronic Check) WEB	Service Fee paid by payer ☒ \$2.95	
ACH (Electronic Check) IVR	Service Fee paid by payer ☐ \$2.95	Paid by the Biller ☒ \$0.50
Flex Pay ACH	Service Fee paid by payer ☐ \$0.95	Paid by the Biller ☐ \$0.85
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer): \$ 2.95		
Max Cap for Credit Cards : \$500.00		
IVR Transaction Fees	Service Fee paid by payer ☐ Service Fee + \$1.95	Paid by the Biller ☐ \$1.95 plus fees above



Engineering Services Committee

Meeting Date: October 13, 2026

Ratify funding for safety services from Cintas through 2026

Department:	Utilities
Presenter:	Wes Byne
Caption:	Ratify funding for safety services from Cintas through 2026.
Background:	Cintas has been providing safety services since 2021 for Automatic Electric Defibrillators, medicine cabinets, eyewashes, and other assorted safety supplies. In 2025, it was discovered that the contract with Cintas did not cover several of the items and services purchased. After discussions, and negotiations, it was determined to request ratification of funding through the end of 2026 to allow time to properly procure these services.
Analysis:	Cintas provides services which are valuable to AUD, and therefore these services will be procured through a competitive process. This agenda item will allow for services to be paid that were previously received.
Financial Impact:	\$95,000 from operating funds has been calculated to pay prior invoices and to extend services through the end of 2026.
Alternatives:	None are recommended.
Recommendation:	Ratify funding for safety services from Cintas through 2026.
Funds are available in the following accounts:	506043110-5311420
<u>REVIEWED AND APPROVED BY:</u>	WB/LC

Account: 14795361 Augusta Utilities - 2822 CENTRAL AVE									
Invoice	Date	Due Date	Arrears	Amount Due	PO#				
9361552502	2/28/2026	3/30/2026	157	\$ 2,400.00	N/A				
9365792958	3/30/2026	4/29/2026	127	\$ 595.00	N/A				
9365794369	3/30/2026	4/29/2026	127	\$ 595.00	N/A				
9365799809	3/30/2026	4/29/2026	127	\$ 400.00	N/A				
9365801484	3/30/2026	4/29/2026	127	\$ 400.00	N/A				
9365802196	3/30/2026	4/29/2026	127	\$ 195.00	N/A				
9365803839	3/30/2026	4/29/2026	127	\$ 565.00	N/A				
9365807308	3/30/2026	4/29/2026	127	\$ 2,400.00	N/A				
9365808357	3/30/2026	4/29/2026	127	\$ 2,400.00	N/A				
9365810446	3/30/2026	4/29/2026	127	\$ 2,400.00	N/A				
9365812149	3/30/2026	4/29/2026	127	\$ 2,400.00	N/A				
9365830466	3/31/2026	4/30/2026	126	\$ 565.00	N/A				
9365830467	3/31/2026	4/30/2026	126	\$ 2,400.00	N/A				
9370366901	4/30/2026	5/30/2026	96	\$ 565.00	N/A				
9370366905	4/30/2026	5/30/2026	96	\$ 2,400.00	N/A				
9374703865	5/31/2026	6/30/2026	65	\$ 565.00	N/A				
9374703871	5/31/2026	6/30/2026	65	\$ 2,400.00	N/A				
9379119353	6/30/2026	7/30/2026	35	\$ 565.00	N/A				
9379119362	6/30/2026	7/30/2026	35	\$ 2,400.00	N/A				
9380759917	7/10/2026	8/9/2026	25	\$ 28.60	N/A				
9380759926	7/10/2026	8/9/2026	25	\$ 71.17	N/A				
9380759947	7/10/2026	8/9/2026	25	\$ 405.44	N/A				
9380759960	7/10/2026	8/9/2026	25	\$ 910.39	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
9380759966	7/10/2026	8/9/2026	25	\$ 317.35	N/A				
9381485762	7/16/2026	8/15/2026	19	\$ 134.01	N/A				
9383695136	7/31/2026	8/30/2026	4	\$ 565.00	N/A				
9383695145	7/31/2026	8/30/2026	4	\$ 2,400.00	N/A				
9387945149	8/31/2026	9/30/2026	27-	\$ 585.00	N/A				
9387945157	8/31/2026	9/30/2026	27-	\$ 2,400.00	N/A				
9392467675	9/30/2026	10/30/2026		\$ 2,400.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
9392467672	9/30/2026	10/30/2026		\$ 585.00	N/A	WATERBREAK, EYEWASH, ICE MAKER AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 37,411.96					

18497418 AUGUSTA UTILITIES ADMIN - 452 WALKER ST									
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#				
9361681676	2/28/2026	3/30/2026	157	\$ 86.80	N/A				
9366101635	3/31/2026	4/30/2026	126	\$ 86.80	N/A				
9368970803	4/21/2026	5/21/2026	105	\$ 246.89	N/A				
9368970807	4/21/2026	5/21/2026	105	\$ 739.37	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
9368970811	4/21/2026	5/21/2026	105	\$ 91.17	N/A				
9368970818	4/21/2026	5/21/2026	105	\$ 521.15	N/A				
9369237030	4/22/2026	5/22/2026	104	\$ 86.80	N/A				
9369237122	4/22/2026	5/22/2026	104	\$ 86.80	N/A				
9369237224	4/22/2026	5/22/2026	104	\$ 86.80	N/A				
9369237298	4/22/2026	5/22/2026	104	\$ 86.80	N/A				
9370553673	4/30/2026	5/30/2026	96	\$ 86.80	N/A				
9374829592	5/31/2026	6/30/2026	65	\$ 86.80	N/A				
9379321330	6/30/2026	7/30/2026	35	\$ 86.80	N/A				
9383876425	7/31/2026	8/30/2026	4	\$ 86.80	N/A				
9388137204	8/31/2026	9/30/2026	27-	\$ 86.80	N/A				
9392684160	9/30/2026	10/30/2026		\$ 86.80	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 2,640.18					

20361654 AUGUSTA UTILITIES-HICKS PLANT - 1731 TOBACCO RD									
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#				
9361671978	2/28/2026	3/30/2026	157	\$ 80.00	N/A				
9366092519	3/31/2026	4/30/2026	126	\$ 80.00	N/A				
9366978402	4/7/2026	5/7/2026	119	\$ 491.84	N/A				
9366978405	4/7/2026	5/7/2026	119	\$ 590.47	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
9366996112	4/7/2026	5/7/2026	119	\$ 109.50	N/A				
9366998404	4/7/2026	5/7/2026	119	\$ 435.43	N/A				
9368184493	4/15/2026	5/15/2026	111	\$ 320.00	N/A				
9370543178	4/30/2026	5/30/2026	96	\$ 80.00	N/A				
9374821250	5/31/2026	6/30/2026	65	\$ 80.00	N/A				
9379325741	6/30/2026	7/30/2026	35	\$ 80.00	N/A				
9383840564	7/31/2026	8/30/2026	4	\$ 80.00	N/A				
9388129774	8/31/2026	9/30/2026	27-	\$ 80.00	N/A				
9392671132	9/30/2026	10/30/2026		\$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 2,587.24					

21779938 RICHMOND CTY ACCOUNTING OFC - 2835 CENTRAL AVE									
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#				
9361664479	2/28/2026	3/30/2026	158	\$ 80.00	N/A				
9366092255	3/31/2026	4/30/2026	127	\$ 80.00	N/A				
9366392769	4/2/2026	5/2/2026	125	\$ 454.41	N/A				
9366393836	4/2/2026	5/2/2026	125	\$ 582.05	N/A				
9366394664	4/2/2026	5/2/2026	125	\$ 360.29	N/A				
9366395526	4/2/2026	5/2/2026	125	\$ 358.40	N/A				
9366398995	4/2/2026	5/2/2026	125	\$ 662.67	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
9368187385	4/15/2026	5/15/2026	112	\$ 320.00	N/A				
9370520965	4/30/2026	5/30/2026	97	\$ 80.00	N/A				
9374827930	5/31/2026	6/30/2026	66	\$ 80.00	N/A				
9379303790	6/30/2026	7/30/2026	36	\$ 80.00	N/A				
9383875592	7/31/2026	8/30/2026	5	\$ 80.00	N/A				
9388109521	8/31/2026	9/30/2026	26-	\$ 80.00	N/A				
9392678189	9/30/2026	10/30/2026		\$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 3,377.82					

[illegible]

15831805 - 3463 PEACH ORCHARD RD STE A									
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#				
9361603877	2/28/2026	3/30/2026	162	\$ 160.00	N/A				
9365999097	3/31/2026	4/30/2026	131	\$ 160.00	N/A				
9366389915	4/2/2026	5/2/2026	129	\$ 883.04	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
9366390721	4/2/2026	5/2/2026	129	\$ 628.83	N/A				
9366392040	4/2/2026	5/2/2026	129	\$ 482.94	N/A				
9366400301	4/2/2026	5/2/2026	129	\$ 178.02	N/A				
9368180190	4/15/2026	5/15/2026	116	\$ 720.00	N/A				
9370434834	4/30/2026	5/30/2026	101	\$ 160.00	N/A				
9374766347	5/31/2026	6/30/2026	70	\$ 160.00	N/A				
9379173059	6/30/2026	7/30/2026	40	\$ 160.00	N/A				
9383753322	7/31/2026	8/30/2026	9	\$ 160.00	N/A				
9388012729	8/31/2026	9/30/2026	22	\$ 160.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 4,012.83					

[illegible]

23780502 AUGUSTA UTILITIES - 2421 RIVERLOOK DR									
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#				
8408169701	2/28/2026	4/5/2026	152	\$ 80.00	N/A				
8408236046	3/31/2026	5/3/2026	124	\$ 80.00	N/A				
8408257127	4/15/2026	5/17/2026	110	\$ 400.00	N/A				
8408306538	4/30/2026	5/31/2026	96	\$ 80.00	N/A				
8408380817	5/31/2026	7/5/2026	61	\$ 80.00	N/A				
8408448180	6/30/2026	8/2/2026	33	\$ 80.00	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 541.10	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 410.55	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 505.14	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 514.74	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 149.32	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 450.15	N/A				
8408458782	7/9/2026	8/9/2026	26	\$ 998.07	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE			
8408518220	7/31/2026	8/30/2026	5	\$ 80.00	N/A				
8408526006	8/7/2027	9/7/2026		\$ -	N/A				
9388088783	8/31/2026	9/30/2026	26-	\$ 80.00	N/A				
8408593551	9/4/2026	10/4/2026		\$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE			
			TOTAL	\$ 4,609.07					

DIVISIONS	
14795361 - 2822 CENTRAL AVE	\$37,411.96
15819205 - 1840 WYLDs RD	\$6,862.42
18497418 - 452 WALKER ST	\$2,640.18
18529363 - 1832 WYLDs RD	\$3,418.02
20361654 - 1731 TOBACCO RD	\$2,587.24
21779938 - 2825 CENTRAL AVE	\$3,377.82
15831805 - 3463 PEACH ORCHARD RD	\$4,012.83
23780502 - 2421 RIVERLOOK DR	\$4,609.07
GRAND TOTAL:	\$64,919.54

ESTIMATED COST OF SERVICES FOR THREE MONTHS PER LOCATION:			
LOCATION	LIST OF SERVICES	MONTHLY SERVICE FEE	3-MONTH ESTIMATED FEES
2822 CENTRAL AVE	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	\$ 910.30	\$ 2,730.90
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 2,400.00	\$ 7,200.00
	WATERBREAK, EYEWASH, ICE MAKER AGREEMENT - MONTHLY FEE	\$ 585.00	\$ 1,755.00
1840 WYLDs RD	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	\$ 999.66	\$ 2,989.98
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 160.00	\$ 480.00
452 WALKER ST	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	\$ 739.37	\$ 2,218.11
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 86.80	\$ 260.40
1832 WYLDs RD	FIRST AID CABINET REFILL - MONTHLY ESTIMATED EXPENSE	\$ 282.48	\$ 847.44
	WATERBREAK COUNTEROP COOLER AGREEMENT - MONTHLY FEE	\$ 49.00	\$ 147.00
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 160.00	\$ 480.00
1731 TOBACCO RD	FIRST AID CABINET REFILL - MONTHLY ESTIMATE EXPENSE	\$ 590.47	\$ 1,771.41
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 80.00	\$ 240.00
2835 CENTRAL AVE	FIRST AID CABINET REFILL - ESTIMATE MONTHLY EXPENSE	\$ 662.67	\$ 1,988.01
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 80.00	\$ 240.00
3463 PEACH ORCHARD RD	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	\$ 883.04	\$ 2,649.12
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 160.00	\$ 480.00
2421 RIVERLOOK DR	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	\$ 998.07	\$ 2,994.21
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	\$ 80.00	\$ 240.00
TOTAL		\$ 9,906.86	\$ 29,711.58



Engineering Services Committee Meeting

Meeting Date: 10/13/2026

Utilities Water Meter Test Equipment – Mars Company (RFP 25-151)

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Request to approve recommendation of award and Augusta Utilities Contract for Water Meter Test Equipment to Mars Company (RFP 26-151). One-time purchase to include an annual software and maintenance proposal for a total of five years. One time purchase is in the amount of \$458,901.00.
Background:	AUD uses water meters in order to accurately measure the amount of water used by customers across Augusta-Richmond County for a number of reasons. These include regulatory compliance, system health information, and accurate billing of water usage. To ensure that our meters are accurate we use a water meter test bench to periodically test meters and ensure they are still compliant with accuracy requirements as set forth by the American Water Works Association.
Analysis:	AUD has evaluated the proposals for a water meter test bench that will enable us to most effectively meet our requirements. This new test bench is designed to test the ultrasonic water meters that AUD is using moving forward, and comes with factory certification for accuracy of testing and annual certification of the same moving forward as well as training for employees who will test water meters.
Financial Impact:	The cost of this equipment for the first year, including all hardware and installation at the AUD metering office is \$458,901, with annual maintenance costs beginning in 2027 of \$77,065 with a 3.5% annual increase through 2030.
Alternatives:	N/A
Recommendation:	Approve Augusta agreement with MARS Company for water meter test equipment.
Funds are available in the following accounts:	GL 516043410-5421110 / JL 82500010-5421110
<u>REVIEWED AND APPROVED</u>	N/A
<u>BY:</u>	



Proposed By:	Bill To:	Ship To:	Order Form:	
MARS Company	Augusta Utilities ("Customer")	Augusta Utilities	Quote #:	060126AUG
Attn: Stuart Sanderson	Attn: Dean Meyer	Attn: Dean Meyer	Proposal Date:	6/1/2026
E: ssanderson@marswater.com	E: dmeyer@augustaga.gov	E: dmeyer@augustaga.gov	Proposal Expires:	6/30/2026
3925 SW 13th Street	452 Walker Street	452 Walker Street	Total Price:	\$785,192
Ocala, Florida 34474	Augusta, GA 30901	Augusta, GA 30901		
W: (352) 804-5339	W: (706) 262-6263	W: (706) 262-6263		

ORDER FORM

Terms and Conditions

Term	Five (5) Year
Billing Method	Email
Contract Start Date	Effective Date ⁽¹⁾

Payment Method:	ACH
Initial Payment Terms	Net 30
Billing Frequency:	Annual
Renewal Payment Terms	In Advance

Note 1 - This Order Form shall commence on the date of final execution, "Effective Date," and shall be in force for the Term ("Term"). This Agreement shall become null and void if not fully executed and received by both parties before the Proposal Expiration date above.

Equipment, Software, and Services Schedules

I. Price Summary:

Please refer to Schedule 1 for details.

II. Equipment, Software, and Services List:

Equipment list: Schedule 2

Software and Services List: Schedule 3

Statement of Work: Schedule 4

III. Non-Standard Terms and Conditions

Please refer to Schedule 5 for details.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of products / services on this Order Form (Customer to Complete)

☐ No

☐ Yes – Please complete below

PO Number: _____

PO Amount: _____

For and on Behalf of Augusta Utilities

Signature: _____

Name: Dean Meyer

Title:

Date:

Upon signature by Customer and submission to MARS, this Order Form ("Order Form") shall become legally binding contract ("Contract") unless this Order Form is rejected by MARS for any of the following reasons: (1) the Customer signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. This Order Form is governed by the terms of the MARS Warranty, General Terms, And Conditions, found at (https://marswater.com/TC_0824) and Mars Calibration Certification, General Conditions Of Service And Maintenance, found at (http://marswater.co/MCC_0225) and these documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS and Customer have a currently valid and fully executed agreement in writing, in which case, in the event of a conflict, such written agreement(s) would supersede and control. For the avoidance of doubt, the applicable agreement takes precedence over the Order Form unless set forth otherwise in writing in Schedule 5.

Schedule 1 - Price Summary

Augusta Utilities Proposal

June 01, 2026

				CY 2026 ¹³	
		Qty	Model Number	Annual Fee ¹⁰	One-Time Fee ⁹
Equipment	MARS Series 2411 Test Bench System, includes:	1	11-01211-26		\$221,979
	➤ Advanced Gravimetric Scale & Control System with Electronics Console				
	➤ 100 Gal. Stainless Steel Calibrated Test Tank with Deck Scale				
	➤ 500 Gal. Stainless Steel Calibrated Test Tank with Deck Scale				
	Sub-Total				\$221,979
Equipment	MARS Recirculation System for Series 2411 Test Bench System, includes:	1	31-08002-06		\$55,668
	➤ 800 Gal. Polyethylene Supply Tank				
	➤ Supply Side Pump, Return Pumps, VFD & VFD Panel, All Required Piping & Valves				
	➤ Chlorination / Filtration System				
	Sub-Total				\$55,668
Equipment	MARS Ultra-Low Flow Option (< 1/4 GPM) for Series 2411 Test Bench System, includes:	1	91-01214-26		\$17,049
	➤ 10 Gal. Stainless Steel Calibrated Test Tank with High Resolution Scale				
	➤ MARS Patented C715 Compliant Carrier Bars & Adapters				
	➤ Additional Rotometer, Needle Valve, & Bench Discharge				
	Sub-Total				\$17,049
Installation & Training	Install Assistance, Configurable Materials, & Training with Certified MARS Personnel - Hardware²⁰	1	51-01211-26		\$60,866
	Sub-Total				\$60,866
Project Mgmt.	Engineering Design and Program Management Fees	1	96-00000-06		\$21,853
	Sub-Total				\$21,853
Freight	Freight, Handling and Crating Fees	1	997080WH		\$8,946
	Sub-Total				\$8,946
Software	MARS M3 Enterprise Advanced Software Suite	1	71-12201-26	\$59,259	
	➤ Series 2411 Test Bench System				
	➤ Annual Subscription Term License ^{10,15}				
	Sub-Total			\$59,259	
Installation & Training	Installation Assistance & Training with Certified MARS Personnel - Software	1	60-62201-26		\$13,281
	Sub-Total				\$13,281
TAB Bundle	MARS Total Advantage Bundle (TAB) Solution - (\$60,000+ Value): Qualification⁸: Eligible	1	11-11111-11	Currently Eligible	
	➤ Save Money: Significant Cost Savings & Enhanced Service Offerings				
	➤ Increased Efficiency & Productivity: Expert Consulting Included at No Additional Cost				
	➤ Bundled Enhanced Support Offering: M3 Enterprise, Equipment & Services Enhanced Support				
	➤ Customer Portal: Centralized View of MARS Billing, Support & Training				
	➤ MARS TAB is Subject to Meeting Eligibility Requirements				
	Sub-Total				
Sub Grand Total				\$59,259	\$399,642
Grand Total				\$458,901	
5-Year Agmt.	New Equipment & Services				\$386,361
	M3 Enterprise Annual Software Maintenance & Support			\$59,259	\$13,281
	First Year Grand Total ^{9,5,11,12}			\$458,901	

Notes:

- 3- All Discounts and Bundle Eligibility are year to year and require customer to be actively engaged in respective discount category.
5- MARS General Terms and Conditions apply to this proposal. All pricing is in US Dollars (USD).
9- One-Time Fee includes T&E, installation labor, and training.
10- Includes ONLY First Year of the Annual Software License Fee; all current M3 Software Licenses need to be 1) active and 2) all outstanding balances need to be current, if applicable.
11- The pricing does NOT include any compliance to seismic requirements, bonding fees, taxes, duties, or tariffs, if applicable.
12- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.
13- The firm pricing above is valid for 30 days from the date of quotation. Budgetary pricing (subject to change) is valid for the calendar year beginning Jan. 1 and ending Dec 31 of the respective year.
15- Annual M3 Software License Type: On-premise Subscription Term License.
16- M3 Software Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract. MCC Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract. A separate discount is available for MCC only, if a 5-year MCC contract is signed within 90 days of respective equipment acceptance, equal to an additional 1% discount on std annual subscription renewal.
18- The MARS T&C documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS Company and you have a written agreement, in which case such written agreement(s) would supersede, govern and control.
19- MARS may, at its expense and sole discretion, modify the Equipment or Services to meet agreed specifications.
20- Pricing for configurable materials & equipment is based on standard configurations only. Any non-standard, customized, or modified configurations may be subject to additional costs and extended lead times, which will be quoted separately if required.

M3 Multi-Year Software Subscription Renewal Discount:	1% discount on std subscription renewal with 5 year contract.
MCC Multi-Year Subscription Renewal Discount:	1% discount on std subscription renewal with 5 year contract.
MCC New w/ Equipment Multi-Year Subscription Renewal Discount:	2% discount on std subscription renewal with 5 year contract.

Schedule 1 - Price Summary (Continued)

MULTI-YEAR OPTIONS

Augusta Utilities Proposal



STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS

EQUIPMENT AND RELATED SERVICES

Equipment			2026					Subtotal		
(1) Series 2411 & (1) Recirc System	5-Year Agreement, Annual Pay		\$ 399,642					\$ 399,642		

M3 ENTERPRISE SOFTWARE

Equipment	Contract Options	Multi-Year Contract Discount ⁵	M3 - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year M3 Savings ³	Compounded Savings % ⁹
(1) Series 2411 & (1) Recirc System	M3, 5-Year Agreement, Annual Pay	1%	\$ 59,259	\$ 61,630	\$ 64,096	\$ 66,660	\$ 69,327	\$ 320,972	\$ 6,493	1.98%

MAINTENANCE CALIBRATION & CERTIFICATION (MCC)

Equipment	Contract Options	Multi-Year Contract Discount ⁵	MCC - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year MCC Savings ³	Compounded Savings % ⁹
(1) Series 2411 & (1) Recirc System	MCC, Priority, 5-Year Agreement, Annual Pay	2%	One Year Warranty Applies	\$ 15,435	\$ 15,899	\$ 16,376	\$ 16,868	\$ 64,578	\$ 3,244	4.78%

TOTAL COST

Equipment	Contract Options	Multi-Year Contract Discount ⁵	2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year Total Savings ³	Compounded Savings % ⁹
(1) Series 2411 & (1) Recirc System	5-Year Agreement, Annual Pay	1% / 2%	\$ 458,901	\$ 77,065	\$ 79,995	\$ 83,036	\$ 86,195	\$ 785,192	\$ 9,737	1.22%

Notes: 1- MCC does not reflect Prevailing Wage labor rates

3- All Discounts are year to year and require customer to be actively engaged in respective discount category

4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal

5- MARS Warranty, General Terms and Conditions (the "Terms") apply to this proposal

8- X-Year Contract fee is calculated as follows: previous year fee times (One plus (respective Multi-Year Contract Discount percentage subtracted from the respective prevailing standard increase percentage)).

9- Compared to non-contracted 1-year agreement amount.

Total Contract Price: \$785,192

Schedule 2 - Equipment List

Equipment List:

- Provide one (1) MARS Series 2411 Test Bench System, includes:
 - Advanced Gravimetric Scale & Control System with Electronics Console
 - 100 Gal. Stainless Steel Calibrated Test Tank with Deck Scale
 - 500 Gal. Stainless Steel Calibrated Test Tank with Deck Scale
 - 10 Gal. Stainless Steel Tank with High Resolution Scale
 - MARS Patented C715-18 Compliant Carrier Bars & Adapters
 - Additional Rotometer, Needle Valve, & Bench Discharge
- Provide one (1) Recirculation System for the Series 2411 Test Bench System, includes:
 - 800 Gal. Polyethylene Supply Tank
 - Supply Side Pump, Return Pumps, VFD and VFD Panel
 - All Required Piping and Valves
 - Chlorination / Filtration System

Asset Warranty and Ownership:

Asset Warranty and Ownership

Asset Description	Warranty Term	Annual Subscription	Ownership
Test Bench Equipment ⁵	12 Months	NA	Customer ¹
Printer ²			
Ipad ³			
Cables & Misc Adapters			
M3 Server (HW & SW & OS)	NA	Covered	MARS
Test Bench Local PC			
Rugged Mobile Test Tablet/PC ⁴			
Router ³			

Notes:

1 - Ownership is conveyed per T&Cs

2 - Consumables including Ink, Paper, etc is Customer responsibility at all times

3 - Included only with optional Connectivity Module

4 - Included only with Mobile Test System

5 - Includes Test Bench hardware, Advanced Scale and Control System (Console and Unitronics Scale hardware)

Schedule 3 - Software and Services List



M3 Enterprise Software & Test Bench Hardware Subscription 2026 Product Configuration		License ¹ & Maintenance Fees	Install & Configuration Services ²
GRAND TOTAL ALL SYSTEMS		# of Systems = 1 Annual	One-Time ²
Grand Total After All Discounts		\$ 59,259	\$ 13,281
Small Meter Test Bench System - Series 2411			
M3 Enterprise Software ^{3,5} Model Number(s): 71-12201-26			
➤ Core Software Application and Platform Architecture		\$ 14,109	
➤ Advanced Connectivity Module		\$ 14,109	
➤ Custom Test, Reporting, and Export Module		\$ 14,109	
➤ Advanced Scale & Control Module		\$ 14,109	
Sub-Total		\$ 56,436	
M3 Enterprise Hardware			
➤ Server & Database Software		\$ 2,823	
Install SW/HW, Onsite Training, System Configuration/Data Migration (Total 15 Hours) ²		Included	\$ 13,281
Sub-Total		\$ 59,259	\$ 13,281
Total License + Advanced Maintenance per System		\$ 59,259	\$ 13,281
Total Number of Systems =		1	
Grand Total Price		Annual \$ 59,259	One-Time \$ 13,281

Notes

1- Software License Subscription billed annually in advance and (requires minimum 12 month term(s)) unless specified and agreed upon in writing.

2- Install pricing for TYPICAL configuration; Additional config & data migration services / hours billed separately.

4- Annual M3 Software License Type: On-premise Subscription Term License with unlimited usage in accordance with MARS Warranty, Standard Terms and Conditions ("Terms").

5- Software License and Maintenance Fees for One (1) Year.

Legend

- Bold Text - Req'd for min. configuration
 - Italics - optional configuration

Service Level: Priority

Summary of MARS Calibration Certification^{1,2,4,5,6,7}

	Service Level				
	Basic	VF-10 Priority	Priority	Critical	TAB
Service Level Requirements					
System Type (Volumetric or Gravimetric)	Vol	Vol	Grav	Grav	Grav
Calibration and Certification	Yes	Yes	Yes	Yes	Yes
Limited Support only; excluded value-added service and PM	Yes				
Service & Support Response Time - Important / Mission Critical		Yes	Yes	Yes	Yes
Value-Added Service and Support - Important		Yes	Yes	Yes	Yes
Calibration Certification Point-Inspection Services					
On-Site Customer Services by Factory Trained & Certified Technicians	Yes	Yes ⁶	Yes	Yes	Yes
Check & Calibrate: Carrier, Spacer Bar & Pin System Alignments	8-pt.		8-pt.	8-pt.	8-pt.
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.		5-pt.	5-pt.	5-pt.
Valves, Adapters & Gaskets Inspection	5-pt.	5-pt.	10-pt.	10-pt.	10-pt.
Water Leak Checklist	5-pt.	5-pt.	10-pt.	10-pt.	10-pt.
Hydraulic Actuators Pressure & Leak Cycle Time Inspection			6-pt.	6-pt.	6-pt.
Solenoid Function Test & Performance Inspection			6-pt.	6-pt.	6-pt.
Consulting Services					
Savings, Efficiency, and Productivity Consulting					Yes
Customized Management Reports and Analytics					Yes
Hardware Services					
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes	Yes	Yes
Gage R&R (Repeatability and Reproducibility)	Yes	Yes	Yes	Yes	Yes
Factory Preventative Maintenance Procedures	Yes	Yes	Yes	Yes	Yes
Consumable Parts Included		\$500	\$500	\$500	\$1,000
Parts & Labor/Service Discount		20%	20%	20%	25%
Parts Warranty (days)	90	90	90	90	120
Scale(s) Recalibration (MARS and third-party subcontractor)			Yes	Yes	Yes
Repair and Return of Defective Devices			Yes	Yes	Yes
Advance Hardware Replacement			Yes	Yes	Yes
Large Bench Hydraulic Maintenance (third-party)			Yes	Yes	Yes
On-Site Maintenance - Next Day				Yes	
Support Services					
Dedicated Support Team and Priority Support					Yes
TAB MCC Service discount of 10% off MCC					10%
Priority Phone and E-mail Support		Yes	Yes	Yes	Yes
Basic E-mail Support	Yes				
Remote VPN Technical Assistance	Yes	Yes	Yes	Yes	Yes
24/7 Remote Technical Assistance				Yes	
Service Call Discounts - 20% discount on Critical and 2nd level				20%	
Priority Service Call Scheduling		Yes	Yes	Yes	Yes
Service Calls Discounts		Yes	Yes	Yes	Yes
Centralized Customer Portal					Yes
Enhanced Training and Certification Programs					Yes
Early Access to New Features					Yes
Prioritized New Feature Development					Yes
Enhanced Remote Diagnostics and Monitoring					Yes
Emergency Service Calls Support 7/24				Yes	
Knowledge Services					
Instructor On-Site Training		Yes	Yes	Yes	Yes
Self-Study Courses			Yes	Yes	Yes
Additional Instructor On-Site Training					
Meter Test Training					
Network Services					
Subject Matter Expert/TAC Specialist Consulting Services					
Test Bench Audit Consulting Services					

Optional

Note: 1 - Response time ("Service Time") will be within 24 hours of request, subject to best efforts and Force Majeure. Normal Bus. hrs. are 8 am-5 pm EST, M-F except holidays

2 - MCC will be performed for a single instance per 12 month period unless otherwise agreed to in writing

3 - American Society for Quality (ASQ); <https://asq.org/quality-resources/gage-repeatability>

4 - Subject to specific coverage limitations detailed in MCC agreement

5 - All Optional Services subject will be quoted separately and based on customers' selection/requirements for service level response timeframes

6 - VF-10 MCC Factory Depot Option requires that the VF-10 be sent to MARS' facility in Ocala, FL or a site designated by MARS for calibration. Shipping to/from MARS is NOT included in the MCC Depot price.

7 - VF-10 Standard MCC includes on-site inspection and recalibration (no Gage R&R) is performed by MARS through turbine exchange if necessary.

Schedule 4 - Statement of Work

SOW Description	MARS Responsibility	
STATEMENT OF WORK FOR PROJECT:		
PRE-INSTALLATION		
IT Requirements		
Review server and software connectivity and security issues and requirements	☒	☒
Mechanical, Electrical and Plumbing Specifications		
General Concept CAD Drawing		
Create	☒	
Review and Approve		☒
Electrical CAD Drawings		
Create	☒	
Review and Approve		☒
Plumbing and Misc. Drawings		
Create	☒	
Review and Approve		☒
Install Electrical and Plumbing Requirements (Per Drawings)		
Main 480V/3PH Supply Power for Pumps		☒
Main 120V/1PH Supply Power for Consoles, Auto-Drain Pumps, Chlorinator, and Hydraulics		☒
FACILITY PREPARATION		
Equipment Delivery and Placement		
Move Equipment from Delivery truck to project site	☒	☒
Clear Path from Entry Door to Work Zone		☒
MARS to direct the opening of the crates to determine the components required for the project and the location.	☒	
Uncrate All Equipment & Rough Placement	☒	
Utilizing Customer Resources (Fork truck/Lifts/Jacks) to place the equipment into position.	☒	☒
INSTALLATION AT PROJECT SITE		
Equipment Installation		
Install Series 2411 Test Bench	☒	
Install Recirc Tank, Pump Skid, Piping	☒	
Install Load Cells, Tanks & Deck Scales	☒	
Install VFD(s)	☒	
Install Console(s)	☒	
Submit Punch List Document - Issue Management	☒	
Verification of Equipment Connection and Final Equipment Installation	☒	☒
Software Installation		
Install Server, Software, printer, iPad(s), router, etc	☒	
Configure Manufacturer's M3 Software	☒	
CUSTOMER STARTUP & TRAINING		
System Startup /Troubleshooting/Leak Tests in Field w/ Customer Assistance	☒	☒
Operator Training		
Perform Equipment and Software Training	☒	
Administer Operator Certification Test	☒	
Submit Operator Names for Certifications	☒	
EQUIPMENT AND SOFTWARE ACCEPTANCE		
Final Customer Acceptance-Docusign		☒
MARS to Send Final Invoice to Customer (24 hours or Less after Completed DocuSign)	☒	
PROJECT CLOSEOUT AND WARRANTY SUPPORT		
Send Hard Copy/Digital O&M Manuals	☒	
Send Warranty Start / Stop Document	☒	
Licence Terms/Start Stop Renewal/Warranty	☒	
MARS Final Project Closeout Document Package Completion	☒	
Completion Of Customer Training And Startup	☒	

Schedule 5 - Non-Standard Terms and Conditions

Non-Standard Terms & Conditions*: NONE

*Non-Standard Terms & Conditions SUPERSEDE AND CONTROL OVER THE MARS Warranty, General Terms and Conditions.

RFP - Request for Proposal

Sealed proposals will be received at this office until **Monday, March 30, 2026 @ 11:00 a.m.** and will be opened publicly. Opening may also be viewed via **Teams: Meeting ID: 295 624 629 146 54; Passcode: 2dA6Y9n9** for furnishing:

RFP #26-151 Water Meter Testing Equipment for Augusta, GA – Augusta Utilities Department

Proposals will be received by Augusta, GA Commission, hereinafter referred to as the OWNER at the offices of **Andy Penick, Procurement Director**. No proposals will be accepted by email; all proposals must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

RFP documents may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/index>). Addenda will also be posted on the above listed website.

Mandatory pre-proposal conference will be held in person at 452 Walker Street, Augusta, Ga 30901 and via TEAMS Meeting ID: 260 984 430 009 76; Passcode: Gn7za9zx. on Monday, March 16, 2026 @ 10:00 a.m. Optional site visit will follow. Please contact Dean Meyer at 706-312-4139 if interested.

Questions or requests for clarifications must be submitted to the Procurement Department on or before the close of business **Tuesday, March 17, 2026 @ 5:00 P.M.**

Augusta Procurement Department
Attn: Jamye Mortley
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

No proposal may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful bidder. A **5% Bid bond** is required to be submitted along with the bidders' qualifications.

Invitation for proposal and specifications. An invitation for proposal 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 this request for proposals 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 proposal which are not waivable or modified 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.

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

No proposals will be accepted by email; all proposals must be received by mail or hand delivered.

Publish:

Augusta Chronicle February 19, 26, and March 5, 12, 2026



**RFP Opening: RFP Item #26-151 Water Meter Test Equipment for Augusta, GA-
Augusta Utilities Department**

RFP Date: Monday, March 30, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 8
Total Number Specifications Download (Euna OpenBids): 2
Total Electronic Notifications (Euna OpenBids): 329
Georgia Procurement Registry: 650
Pre-Proposal Conference Attendees: 9
Total Packages submitted: 2
Total Non-Compliant: 0

VENDORS	Exhibit A	E-Verify #	SAVE Form	Original & 1 USB Drive	Fee Proposal
OW Investors, LLC dba Mars Company 3925 SW 13th Street Ocala, FL 34474	YES	571783	YES	YES	YES
Ferguson Enterprises dba Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	YES	1205487	YES	YES	YES



RFP 26-151 Water Meter Test Equipment
for Augusta, GA – Utilities Department
Opening: Monday, March 30, 2026 @ 11:00 a.m.
RFP Evaluation Meeting: Wednesday, April 8, 2026 @ 10:00 a.m. (Via TEAMS)

Vendors			Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909
Phase 1			Ranking of 0-5 (Enter a number value between 0 and			
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	PASS
2. Qualifications & Experience	(0-5)	20	5	4	100	80
3. Organization & Approach	(0-5)	10	5	4	50	40
4. Scope of Services: • Proposed test equipment meets all technical requirements • Support for ultra low flow testing for Ultrasonic water meters • Manufacturer/factory support for maintenance and service	(0-5)	25	5	4.5	125	112.5
5. Financial Stability	(0-5)	5	5	4.5	25	22.5
6. Schedule of Work	(0-5)	5	5	4.5	25	22.5
7. References	(0-5)	10	17.5	15.5	175	155
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			42.5	32.5	500	432.5
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
8. Presentation by Team	(0-5)	10	0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5	0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					Cost/Fee Proposal Consideration	
Lowest Fees	5	10		5	0	50
Second	5	6	5		30	0
Third	5	4			0	0
Forth	5	2			0	0
Fifth	5	1			0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5	30	50
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			42.5	37.5	530	482.5
Internal Use Only						
Evaluator: Cumulative Date: 4/8/26						
Procurement Department Representative: _____ Nancy Williams _____						
Procurement Department Completion Date: 4/8/26						

**Utilities Department****Wes Byne, P.E.**
Director**Steve Little, CPA**
Assistant Director**MEMO**

DATE: April 23rd, 2026

TO: Andy Penick, Director, Procurement Department

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

FROM: Dean Meyer

SUBJECT: RFP #26-151 Water Meter Test Equipment Director's Approval Memorandum

I concur with the evaluation committee's evaluation decision and recommendations for Mars Company as the most qualified proposal to successfully fulfill the requirements of RFP 26-151 Water Meter Test Equipment based on the attached evaluation scoring sheet and support the decision to move forward with contract negotiations with the same.

AUD will submit a Muni-Agenda item after a contract has been agreed upon and Procurement's confirmation of receipt of the required documents for Commission approval of RFP 26-151 Water Meter Test Equipment for the Utilities Department.

cc: Steve Little, CPA
Nancy Williams



RFP 26-151 Water Meter Test Equipment
for Augusta, GA – Utilities Department
Opening: Monday, March 30, 2026 @ 11:00 a.m.

RFP Evaluation Meeting: Wednesday, April 8, 2026 @ 10:00 a.m. (Via TEAMS)

Vendors			Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909
Phase 1			Ranking of 0-5 (Enter a number value between 0 and			
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	PASS
2. Qualifications & Experience	(0-5)	20	5	4	100	80
3. Organization & Approach	(0-5)	10	5	4	50	40
4. Scope of Services: • Proposed test equipment meets all technical requirements • Support for ultra low flow testing for Ultrasonic water meters • Manufacturer/factory support for maintenance and service	(0-5)	25	5	4.5	125	112.5
5. Financial Stability	(0-5)	5	5	4.5	25	22.5
6. Schedule of Work	(0-5)	5	5	4.5	25	22.5
7. References	(0-5)	10	17.5	15.5	175	155
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			42.5	32.5	500	432.5
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
8. Presentation by Team	(0-5)	10	0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5	0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)			Cost/Fee Proposal Consideration			
Lowest Fees	5	10		5	0	50
Second	5	6	5		30	0
Third	5	4			0	0
Forth	5	2			0	0
Fifth	5	1			0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5	30	50
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			42.5	37.5	530	482.5

Internal Use Only

Evaluator: Cumulative Date: 4/8/26

Procurement Department Representative: _____ Nancy Williams _____

Procurement Department Completion Date: 4/8/26

MARS Company
3925 SW 13th Street
Ocala, FL 34474

Core and Main
3620 Milledgeville Road
Augusta, GA 30909

Xylem Savannah
128 airport Park Dr
Savannah, GA

Ferguson Waterworks
1610 West Lucas Street
Florence, SC 29501

EJP
32 Prescott Street
Gardiner, Maine 04345

Grainger Supply
1516 Gordon Highway
Augusta, GA 30906

Fortline Waterworks
1628 Barton Chapel Road
Augusta, GA 30909

Delta Municipal Supply Co
408 Jesse Cronin Rd
Braselton, GA 30517

Wes Byne
Augusta Utilities Department

Dean Meyer
Augusta Utilities Department

Dr. Yolonda Jackson
Compliance

**RFP Item #26-151 Water Meter Test
Equipment for Augusta Utilities
Department**
**RFP Due Date: Mon,3/30/2026 @ 11:00
a.m.**

**RFP Item #26-151 Water Meter Test
Equipment for Augusta Utilities
Department**
Mail Date: 3/19/2026

Planholders

Add Supplier

Export To Excel

Supplier (2)

Supplier 	Download Date
Dodge Data	02/20/2026
Onvia, Inc. - Content Department	02/20/2026

Add Supplier

Supplier Details

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

Documents

Filename	Type	Action
RFP Item #26-151 Water Meter Testing Equipment	Bid Document / Specifications	View History

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 Committee Meeting

Meeting Date: 9/29/2026

#15 Aux Pump at Highland Plant

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.
Background:	The current pump is a diesel driven Peerless pump that is over 40 years old and has failed, we are replacing this pump with a new Peerless Pump.
Analysis:	We request to purchase a new Peerless Pump to resolve this situation as the pumps impellers and casing has failed beyond repair.
Financial Impact:	\$31,900.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Critical Infrastructure.
Funds are available in the following accounts:	506-04-3520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



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

Vendor: 8/13/2026 E-Verify Number: 208916

Commodity: Clear Wells Peerless Pump

Estimated annual expenditure for the above commodity or service: \$ 31,900.00

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

- ☐ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- ☒ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- ☐ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- ☐ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- ☐ 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: Stephen Orton Department: 4416 Date: 8/13/2026

Department Head Signature: [Signature] Date: 24 Sept 26

Approval Authority: [Signature] Date: 09/30/26

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

COMMENTS: Commission approval Required

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Andy Penick 
Director, Procurement Department

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

FROM: Stephen Orton

DATE: 8/13/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Templeton & Associates is being requested as the sole source for the Peerless Pump Company 8AE15 horizontal split-case pump and base required for the Highland Plant clear-well pumping system. The pump is specified to match the existing 250 HP motor and the operational requirements of the Highland Plant clear wells.

The Peerless 8AE15 pump provides the required capacity and performance for this application and is NSF 61 certified for use in a potable water system. The specified pump and base assembly, including the Falk Steelflex coupling and required performance testing to ANSI/HI-1U, provides compatibility with the existing equipment and installation requirements.

Utilizing the specified Peerless pump through Templeton & Associates will allow the City to maintain compatibility with the existing clear-well pumping infrastructure without unnecessary modifications to the motor, piping, foundation, controls, or other associated equipment. Substituting another pump manufacturer could require engineering changes, modifications to existing connections and equipment, and additional installation costs.

TEMPLETON & ASSOCIATES

EQUIPMENT SALES

— A **FERGUSON** COMPANY —

www.Templeton-Associates.com

DATE: August 13, 2026
TO: JOHN GOODENOUGH
PROJECT: 250 HP PUMP REPLACEMENT
LOCATION: AUGUSTA, GA
EQUIPMENT: PEERLESS HSC PUMP AND BASE

On the terms and conditions contained herein and attached, we offer the following equipment:

- One (1) Peerless Pump Company 8AE15 model HSC pump and base. See data sheets below for pump construction details. NSF61 certified. Falk Steelflex coupling included. Pump performance test to ANSI/HI-1U is included with curve approval required prior to shipment. Existing 250 HP motor to be mounted by Others.

Motor assumed as 447T frame. Pump rotation and motor details must be confirmed prior to order acceptance. Replacement quote is based on Goulds nameplate data only.

TOTAL PRICE: \$31,900.00

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 8/13/2026

DIVISION Highland Water Filter Plant

FUND #: 506043520

SHIP TO:

- ☒ WATER
☐ SEWER
☐ SUPPLIES
☐ SERVICE

- ☒ EQUIPMENT
☐ TOOLS
☐ SAFETY
☐ OFFICE

- ☐ CHEMICAL
☐ GASES
☐ REPAIR
☐ MAINTENANCE

- ☐ LAB
☐ UNIFORM
☐ LIFT STATION
☐ OTHER

REQUISITION #

- ☐ IT
☐ SCADA
☐ INVENTORY
☐ BID ITEM

- ☐ ROUTINE
☐ EMERGENCY
☒ SOLE SOURCE
☐ PREFER ITEM
☐ FIBER

SHIP TO:			VENDOR:		TEMPLETON & ASSOCIATES			
2822 Central ave. Augusta, Ga 30909			ADDRESS:		samuel.dillard@templeton-associates.com			
			PHONE #:		770.814.8550			
			QUOTED BY:		Samuel Dillard			
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Peerless Pump Company	1	31,900.00	31,900.00		0.00		0.00
2.	8AE15 model HSC			0.00		0.00		0.00
3.	Pump and Base			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES						0.00		0.00
TOTAL				31,900.00		0.00		0.00
JUSTIFICATION AND EXPLANATION FOR DISCREPANCY								

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Peerless Pump Company 8AE15 model HSC pump and base for Highland Plant clear wells

REQUESTED BY: *Monica Taylor*

APPROVED BY: *Regina O'Brien*

Peerless

May 7, 2026

Mr. John Goodenough
535 Telfair Street
Augusta, GA 30901
Phone: 706-821-2300
JGoodenough@augustaga.gov

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Goodenough,

Please accept this letter as formal notification to City of Augusta that Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales, is the sole source supplier for Peerless Pump products for the state of Georgia's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column, and end suction pumps.

Please contact Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales
Branch # 3758
4324 Brogdon Exchange
Suwanee, GA 30024

Respectfully,

Jose Leon

Jose Leon, PE
Regional Sales Manager – Southeast US
Peerless Pump Company
jaleon@peerlesspump.com





Engineering Committee Meeting

Meeting Date: 9/29/2026

BID 26-209 Landscaping for Water Treatment Plants

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC. The bid award is for one year with the option to extend for four additional one year terms.
Background:	This for landscape and Lawn Care at the Highland and Hicks Water Treatment Plants that was put out for Bid. An bid was submitted via the Procurement Department
Analysis:	Fourteen vendors responded to the ITB. M & C Lawn Care & Maintenance Services LLC. was the lowest most responsive bidder
Financial Impact:	\$33,480.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Service
Funds are available in the following accounts:	506-04-3580-5222410
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until Friday, June 5, 2026 @ 11:00 a.m. Bid openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605 Augusta, GA 30901 and additionally via Teams: Meeting ID: 230 943 294 346 10; Passcode: Qa2Kk3k9 for furnishing:

Bid Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA – Augusta Utilities Department

No bids will be accepted by email; all submittals must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/index>). Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website. No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Optional site visit will be held on Thursday, May 21, 2026 @ 10:00 a.m. Please contact Steve Orton at 706-836-7283 in advance if you are interested.

Questions, request for clarifications or interpretations regarding this bid must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Jamye Mortley
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, May 22, 2026 @ 5:00 P.M.

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

No bids will be accepted by email; all bids must be received by mail or hand delivered.

Publish:

Augusta Chronicle May 7, 14, 20, 2026



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	ASAP LANDSCAPE MANAGEMENT GROUP 8274 TARA BOULEVARD SUITE C JONESBORO, GA 30236	AUGUSTA QUALITY, LLC 3517 WRIGHSBORO ROAD AUGUSTA, GA 30909	BENSON LAWN MAINTENANCE 1673 EDGEFIELD ROAD NORTH AUGUSTA, GA 29860	GROUND DOWN 4005 ROYAL OKS COURT AUGUSTA, GA 30906	H B LANDCAPING & LAWNCARE, LLC P. O. BOX 828 EVANS, GA 30809	JACKSON LANDSCAPING CO 512 2nd STREET JACKSON, SC 29831	JACOBS LAND MANAGEMENT 733 SCOTT NIXON MEMORIAL DR AUGUSTA, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	YES
E-VERIFY NUMBER	234946	639585	N/A	3030217	1419481	3029449	417873
SAVE FORM	YES	YES	YES	YES	YES	YES	YES
USB	NO	NO	NO	NO	YES	NO	YES
ADDENDUM 1	YES	YES	YES	YES	YES	YES	YES
PESTICIDE APPLICATOR LICENSE	NO	YES	NO	YES	YES	YES	NO

Bid Form: Landscaping Services

Area 1	\$1,270.00	\$734.74	\$577.91	\$275.00	\$260.00	\$620.00	\$561.00
Area 2	\$1,150.00	\$803.38	\$577.91	\$375.00	\$300.00	\$980.00	\$710.00
Area 3	\$1,330.00	\$451.09	\$577.91	\$500.00	\$475.00	\$1,820.00	\$587.00
Area 4	\$1,510.00	\$962.44	\$577.91	\$600.00	\$500.00	\$1,120.00	\$787.00
Area 5	\$1,388.00	\$477.85	\$577.91	\$350.00	\$315.00	\$810.00	\$735.00
Highland Plant Total Monthly Fee	\$6,648.00	\$3,429.50	\$2,889.55	\$2,100.00	\$1,850.00	\$5,350.00	\$3,380.00
Area 1	\$1,150.00	\$1,389.13	\$570.93	\$600.00	\$500.00	\$820.00	\$735.00
Area 2	\$1,210.00	\$758.78	\$570.93	\$400.00	\$800.00	\$150.00	\$375.00
Area 3	\$968.00	\$460.01	\$570.93	\$300.00	\$200.00	\$220.00	\$525.00
Area 4	\$903.00	\$1,520.55	\$570.93	\$800.00	\$400.00	\$450.00	\$855.00
Hicks Plant Total Monthly Fee	\$4,231.00	\$4,128.47	\$2,283.72	\$2,100.00	\$1,900.00	\$1,640.00	\$2,490.00



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	M S C LAWN CARE & MAINTENANCE SERVICE, LLC 3958 WRIGHSBORO RD, SUITE C AUGUSTA, GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT STREET AUGUSTA, GA 30906	SMP CONTRACTING, LLC 3009 EARLHAM WAY GROVETOWN, GEORGIA 30813	TACITAL WIRE COMMUNICATION SOLUTIONS (TWCS) 823 BROAD STREET AUGUSTA, GA 30901	TRI SCRAPES, LLC 4016 ENTERPRIS COURT AUGUSTA, GA 30907	YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD MARTINEZ, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	Yes
E-VERIFY NUMBER	1512510	1661291	067036	3018816	2624988	123689	648975
SAVE FORM	Yes	YES	YES	YES	YES	YES	Yes
USB	Yes	YES	NO	YES	YES	YES	Yes
ADDENDUM 1	Yes	YES	YES	YES	YES	YES	Yes
PESTICIDE APPLICATOR LICENSE	Yes	YES	YES	YES	YES	YES	Yes

**Bid Form: Landscaping
Services**

Area 1	\$343.75	\$310.00	\$600.00	\$587.43	\$2,050.00	\$348.00	\$350.00
Area 2	\$406.25	\$310.00	\$600.00	\$408.63	\$2,150.00	\$812.00	\$600.00
Area 3	\$531.25	\$310.00	\$600.00	\$765.91	\$1,950.00	\$232.00	\$700.00
Area 4	\$500.00	\$310.00	\$1,200.00	\$1,123.83	\$2,150.00	\$696.00	\$550.00
Area 5	\$537.50	\$310.00	\$600.00	\$766.26	\$2,000.00	\$232.00	\$750.00
Highland Plant Total Monthly Fee	\$2,318.75	\$1,550.00	\$3,600.00	\$3,652.06	\$10,300.00	\$2,320.00	\$2,950.00
Area 1	\$593.75	\$300.00	\$2,000.00	\$1,072.74	\$1,775.00	\$672.00	\$600.00
Area 2	\$843.75	\$300.00	\$500.00	\$536.39	\$1,825.00	\$168.00	\$400.00
Area 3	\$281.25	\$300.00	\$500.00	\$1,095.69	\$1,725.00	\$168.00	\$300.00
Area 4	\$493.75	\$300.00	\$2,000.00	\$1,430.32	\$1,875.00	\$672.00	\$776.00
Hicks Plant Total Monthly Fee	\$2,212.50	\$1,200.00	\$5,000.00	\$4,135.14	\$7,200.00	\$1,680.00	\$2,076.00

UTILITIES DEPARTMENT



WES BYNE, PE
Director

MEMORANDUM

TO: Andy Penick, Procurement Director
Nancy Williams– Contract Compliance Administrator
Tywana Scott – Procurement Assurance Analyst
April Payne – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Steve Orton, Superintendent – Facilities and Maintenance Dept.

SUBJECT: **(Bid Item #26-209) Recommendation of Award (2026)**

DATE: 7/6/2026

It is our recommendation that Bid No. 26-209 be awarded to the lowest bidder, **M & S LAWN CARE & MAINTENANCE SERVICE, LLC** 3958 WRIGHSBORO RD, SUITE CAUGUSTA, GA 30909

They were the apparent responsive lowest bid for the proposal.

Thank you very much for your kind assistance regarding this matter.

6 July 2026

Wes Byne, Director, Utilities Department

Date

CC: Tess Thompson, Finance Manager, AUD-Finance

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 8/31/2026

DIVISION Facilities MaintenanceFUND #: 506043580

SHIP TO:

2822 Central ave. Augusta, Ga 30904

☒ WATER☐ SEWER☐ SUPPLIES☒ SERVICE☐ EQUIPMENT☐ TOOLS☐ SAFETY☐ OFFICE☐ CHEMICAL☐ GASES☐ REPAIR☐ MAINTENANCE☐ LAB☐ UNIFORM☐ LIFT STATION☒ OTHER

REQUISITION #

☐ IT☐ SCADA☐ INVENTORY☒ BID ITEM☐ ROUTINE☐ EMERGENCY☐ SOLE SOURCE☐ PREFER ITEM

SHIP TO:

2822 Central ave. Augusta,Ga 30909

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

M & C Lawn Care and maintenance Service LLC

3958 Wrightsboro road suite c augusta,Ga 30909

706-755-8677

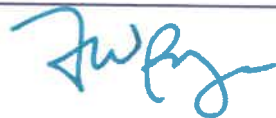
Corey Tyler

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Hicks Plant			0.00		0.00		0.00
2.	area 1	12	310.00	3,720.00		0.00		0.00
3.	area 2	12	310.00	3,720.00		0.00		0.00
4.	area 3	12	310.00	3,720.00		0.00		0.00
5.	area 4	12	310.00	3,720.00		0.00		0.00
6.				0.00		0.00		0.00
7.	Highland Plant			0.00		0.00		0.00
8.	Area 1	12	310.00	3,720.00		0.00		0.00
9.	Area 2	12	310.00	3,720.00		0.00		0.00
10.	Area 3	12	310.00	3,720.00		0.00		0.00
11.	Area 4	12	310.00	3,720.00		0.00		0.00
12.	Area 5	12	310.00	3,720.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				33,480.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PRICE

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Landscaping for bid 26-209 for 1 year

REQUESTED BY: *Steve Orton*APPROVED BY: *John Goodenough*


G E O R G I A

Augusta

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: 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 professionals 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. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or http://www.doi.state.ga.us/pdf/rules/300_101.pdf

CONTRACTOR'S NAME:	<i>Corey Allen Tyler</i>
SUBCONTRACTOR'S (YOUR) NAME	<i>N/A</i>
SOLICITATION/BID NUMBER/CONTRACT NUMBER	<i>#26-209</i>
OR PROJECT DESCRIPTION:	

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

1661291

**** (Provide E-Verify Number Here) ****

10-15-2018

Date of Authorization
(NOTE: Registered date can be found on MOU)

Name of Subcontractor

N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Corey Allen Tyler

Title (of Authorized Officer or Agent of Contractor)

Owner

Signature (of Authorized Officer or Agent of Contractor)

Corey Allen Tyler

Date Signed

7-9-26

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9

DAY OF

July

2026

Notary Public

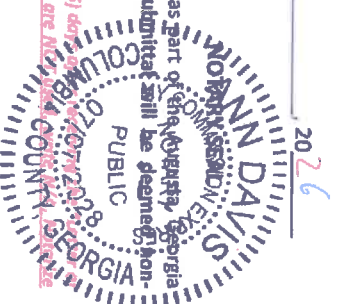
Ann Davis

My Commission Expires:

07-07-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the County of Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of the award. The undersigned "Vendor's" letter will denote the date forms are to be received. If Subcontractor's are not received, the award will be deemed non-compliant and Return the form as requested.



REV. 4/09/2021



Augusta
GEORGIA

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B must be Notarized & Two (2) Pages must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) Must Be Returned With Your Submittal

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE:** 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.

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21

G E O R G I A

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: 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. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.dss.ga.gov/enroll/> and/or http://www.dcs.state.ga.us/odf/rules/300_101.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER	#26-209
OR PROJECT DESCRIPTION:	

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

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Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

**** (Provide E-Verify Number Here) **** 1661291 10-15-2018
(NOTE: Registered date can be found on MOU)

Name of Subcontractor N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor) Cory Allen Tyler Title (of Authorized Officer or Agent of Contractor) Owner
Signature (of Authorized Officer or Agent of Contractor) [Signature] Date Signed 7-9-26

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 DAY OF July, 2026

Notary Public [Signature]

My Commission Expires: 07-02-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the contract to the Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of award. Vendor's letter will denote the date forms are to be received. If Subcontractor's are not received, the contract will be deemed non-compliant and the form as requested.



Rev. 4/09/2021



Augusta
GEORGIA

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Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21



Company ID Number: 1661291

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and M & C Lawn Care & Maintenance Services LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing



Company ID Number: 1661291

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to



Company ID Number: 1661291

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify



Company ID Number: 1661291

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,



Company ID Number: 1661291

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final

nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo



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mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of



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contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



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E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action



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against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.



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ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.



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ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or, (2) immediate termination of its MOU and/or, (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

E-Verify Employer Agent Employer M & C Lawn Care & Maintenance Services LLC	
Name (Please Type or Print) CORY TYLER	Title
Signature Electronically Signed	Date 03/29/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/29/2021



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	M & C Lawn Care & Maintenance Services LLC
Company Facility Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
Company Alternate Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
County or Parish	RICHMOND
Employer Identification Number	843757139
North American Industry Classification Systems Code	115
Parent Company	100%
Number of Employees	1 to 4
Number of Sites Verified for	2



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GEORGIA 2 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Milledge T Peek
Phone Number (706) 750 - 3107
Fax Number
Email Address Milledgepeek6977@gmail.com

Name CORY A TYLER
Phone Number (706) 755 - 8677
Fax Number
Email Address mclawm2020@gmail.com



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Augusta
G E O R G I A

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: 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. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll> and/or http://www.doi.state.ga.us/pdf/rules/300_10_1.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	#26-209

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

**** (Provide E-Verify Number Here) ****
1661291

10-15-2018
Date of Authorization

(NOTE: Registered date can be found on MOU)

Name of Subcontractor
N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)
Cory Allen Tyler

Title (of Authorized Officer or Agent of Contractor)
Owner

Signature (of Authorized Officer or Agent of Contractor)
Cory Allen Tyler

Date Signed
7-9-26

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9

DAY OF July

2026

Notary Public
Ann Davis

My Commission Expires:
07-07-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of the award. Recommendation* (Vendor's letter will denote the date forms are to be received). If Subcontractor's are not received by the deadline, the contract will be awarded to the next qualified bidder.



M/H Augusta
G E O R G I A

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____, certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative _____

Title _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Signature _____

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ NOTARY SEAL

NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A. Notarize and Return the form as requested.

Rev. 4/09/21



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Officer
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: 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.

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Page 1 of 2

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	ASAP LANDSCAPE MANAGEMENT GROUP 8274 TARA BOULEVARD SUITE C JONESBORO, GA 30236	AUGUSTA QUALITY, LLC 3517 WRIGHSBORO ROAD AUGUSTA, GA 30909	BENSON LAWN MAINTENANCE 1673 EDGEFIELD ROAD NORTH AUGUSTA, GA 29860	GROUND DOWN 4005 ROYAL OKS COURT AUGUSTA, GA 30906	H B LANDSCAPING & LAWNCARE, LLC P. O. BOX 828 EVANS, GA 30809	JACKSON LANDSCAPING CO 512 2nd STREET JACKSON, SC 29831	JACOBS LAND MANAGEMENT 733 SCOTT NIXON MEMORIAL DR AUGUSTA, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	YES
E-VERIFY NUMBER	234946	639585	N/A	3030217	1419481	3029449	417873
SAVE FORM	YES	YES	YES	YES	YES	YES	YES
USB	NO	NO	NO	NO	YES	NO	YES
ADDENDUM 1	YES	YES	YES	YES	YES	YES	YES
PESTICIDE APPLICATOR LICENSE	NO	YES	NO	YES	YES	YES	NO

Bid Form: Landscaping Services

Area 1	\$1,270.00	\$734.74	\$577.91	\$275.00	\$260.00	\$620.00	\$561.00
Area 2	\$1,150.00	\$803.38	\$577.91	\$375.00	\$300.00	\$980.00	\$710.00
Area 3	\$1,330.00	\$451.09	\$577.91	\$500.00	\$475.00	\$1,820.00	\$587.00
Area 4	\$1,510.00	\$962.44	\$577.91	\$600.00	\$500.00	\$1,120.00	\$787.00
Area 5	\$1,388.00	\$477.85	\$577.91	\$350.00	\$315.00	\$810.00	\$735.00
Highland Plant Total Monthly Fee	\$6,648.00	\$3,429.50	\$2,889.55	\$2,100.00	\$1,850.00	\$5,350.00	\$3,380.00
Area 1	\$1,150.00	\$1,389.13	\$570.93	\$600.00	\$500.00	\$820.00	\$735.00
Area 2	\$1,210.00	\$758.78	\$570.93	\$400.00	\$800.00	\$150.00	\$375.00
Area 3	\$968.00	\$460.01	\$570.93	\$300.00	\$200.00	\$220.00	\$525.00
Area 4	\$903.00	\$1,520.55	\$570.93	\$800.00	\$400.00	\$450.00	\$855.00
Hicks Plant Total Monthly Fee	\$4,231.00	\$4,128.47	\$2,283.72	\$2,100.00	\$1,900.00	\$1,640.00	\$2,490.00



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Page 2 of 2

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	M & S LAWN CARE & MAINTENANCE SERVICE, LLC 3958 WRIGHSBORO RD, SUITE C AUGUSTA, GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT STREET AUGUSTA, GA 30906	SMP CONTRACTING, LLC 3009 EARLHAM WAY GROVETOWN, GEORGIA 30813	TACITAL WIRE COMMUNICATION SOLUTIONS (TWCS) 823 BROAD STREET AUGUSTA, GA 30901	TRI SCRAPES, LLC 4016 ENTERPRIS COURT AUGUSTA, GA 30907	YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD MARTINEZ, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	Yes
E-VERIFY NUMBER	1512510	1661291	067036	3018816	2624988	123689	648975
SAVE FORM	Yes	YES	YES	YES	YES	YES	Yes
USB	Yes	YES	NO	YES	YES	YES	Yes
ADDENDUM 1	Yes	YES	YES	YES	YES	YES	Yes
PESTICIDE APPLICATOR LICENSE	Yes	YES	YES	YES	YES	YES	Yes

**Bid Form: Landscaping
Services**

Area 1	\$343.75	\$310.00	\$600.00	\$587.43	\$2,050.00	\$348.00	\$350.00
Area 2	\$406.25	\$310.00	\$600.00	\$408.63	\$2,150.00	\$812.00	\$600.00
Area 3	\$531.25	\$310.00	\$600.00	\$765.91	\$1,950.00	\$232.00	\$700.00
Area 4	\$500.00	\$310.00	\$1,200.00	\$1,123.83	\$2,150.00	\$696.00	\$550.00
Area 5	\$537.50	\$310.00	\$600.00	\$766.26	\$2,000.00	\$232.00	\$750.00
Highland Plant Total Monthly Fee	\$2,318.75	\$1,550.00	\$3,600.00	\$3,652.06	\$10,300.00	\$2,320.00	\$2,950.00
Area 1	\$593.75	\$300.00	\$2,000.00	\$1,072.74	\$1,775.00	\$672.00	\$600.00
Area 2	\$843.75	\$300.00	\$500.00	\$536.39	\$1,825.00	\$168.00	\$400.00
Area 3	\$281.25	\$300.00	\$500.00	\$1,095.69	\$1,725.00	\$168.00	\$300.00
Area 4	\$493.75	\$300.00	\$2,000.00	\$1,430.32	\$1,875.00	\$672.00	\$776.00
Hicks Plant Total Monthly Fee	\$2,212.50	\$1,200.00	\$5,000.00	\$4,135.14	\$7,200.00	\$1,680.00	\$2,076.00



STATE OF GEORGIA
RICHMOND COUNTY

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

AND
M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

CONTRACTOR: **M & C Lawn Care & Maintenance
Services LLC**

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

DATE EXECUTED:

DATE COMPLETED:

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

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

Augusta, Georgia

The Honorable Garnett L. Johnson., Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith Rice
Lonnie Wimberly
Don Clark
Tony Lewis
Tina Slendak
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

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

DATE:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

This Agreement is made and entered into this _____ day of _____, 2026 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and CONTRACTOR a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

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

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

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

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

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

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



GENERAL PROVISIONS

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

CONTRACTOR COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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



TIME OF COMPLETION

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

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

PROJECT PROGRESS

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders
4. Bid Package Documents



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

All claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONTRACTOR, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

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

9.1 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONTRACTORS

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

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

12. COVENANT AGAINST CONTINGENT FEES



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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

Indemnification:

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

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

The obligations of CONTRACTOR under this paragraph shall not extend to the liability of CITY's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications. CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements with CITY and



shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.



15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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

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

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



20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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

24. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.



Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. **NOTICES**

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

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street, Ste. 910
Augusta, GA 30901

CONTRACTOR:

ADMINISTRATION
NAME
ADDRESS
CITY, STATE, ZIP CODE

Copy to:

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

26. **LOCAL SMALL BUSINESS:**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

27. **E-VERIFY:**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and



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

28. EXTENT OF THE AGREEMENT

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

ACKNOWLEDGEMENTS

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:**AUGUSTA, GEORGIA (CITY)**

BY: _____

PRINTED NAME: Mayor Garnett Johnson
AS ITS: **MAYOR****CONTRACTOR:****M & C Lawn Care & Maintenance Services LLC**

BY: _____

PRINTED NAME: _____
AS ITS: _____**ATTEST CLERK:**_____
PRINTED NAME: Lena J. BonnerAS ITS: **Clerk of Commission**

DATE: _____

ATTEST:_____
PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy To:

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



CONTRACTOR'S RESPONSIBILITIES

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

1. Contractor shall furnish all materials, equipment, machinery, transportation and other implements and materials necessary to execute this Contract. Equipment that damages turf or sidewalks shall not be allowed. The Contractor shall be responsible for all equipment maintenance, repair and expendables including but not limited to fuel, oil, and tires. No City equipment will be loaned or otherwise leased or rented to the Contractor. A sufficient supply of back up equipment must be kept on hand to ensure timely and continuous fulfillment of this Contract. No relief in responsibility for work performance will be granted in the event of broken down equipment. Landscape services shall be provided as outlined in Landscape Services Required Schedule.
2. Contractor shall emphasize and enforce common safety standards for mowing, applying chemicals and using ground maintenance equipment. Employees should wear necessary safety equipment at all times and use extreme care when applying chemicals. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
3. Contractor shall provide sufficient onsite supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervision" will be a person designated to be at the work site, and act as the selected Contractor's point of contact for Augusta Utilities Department.
4. The Contractor shall be responsible for all damages or personal injury resulting from its operations. This includes, but is not limited to, damage to plants, and turf as well as buildings and structures. Damages and any personal injury will be reported immediately to Augusta Utilities Department.
5. Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, Augusta Utilities Department shall have the right to declare the Contractor nonperforming and shall have the right to terminate the contract without penalty.
6. The Contractor shall provide a detailed monthly maintenance schedule which should include, but not be limited to, pruning schedule, fertilizer and weed control products to be used (sample attached).
7. All Landscape work shall be performed during standard operating hours Monday through Friday of each week according to the agreed upon Landscape Services Required Schedule.
8. Contractor's vehicles will be properly identified and maintained in a neat and professional manner.

PROJECT UNDERSTANDING

Upon request from the CONTRACTOR, CITY may provide all criteria and full information as to CITY's and CONTRACTOR'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and



any budgetary limitations. CONTRACTOR may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONTRACTOR'S services.

REVIEW OF WORK

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

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

The CITY's review recommendations shall be incorporated into the plans by the CONTRACTOR.

CONTRACTOR'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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



ATTACHMENT A - SCOPE OF SERVICES

GENERAL

The purpose of this bid item is for Augusta Utilities Department (AUD) to secure a contractor to provide landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility.

LAWNS

Lawns shall be mowed Bi-weekly during the months of March through November. They will be Vacuumed Bi-Weekly during the months of December through February; aerate and overseed during the month of November. Prior to mowing, trash, paper and other debris will be removed. Raking of the lawns is to be done after each mowing, or as needed, and where needed to present a neat appearance, and to prevent the buildup of thatch. At no time shall more than 1/3 of the leaf blade be removed during mowing.

EDGING

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by Augusta Utilities. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. Chemicals are not to be used to edge grass. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February. Landscapers utilizing edgers must not cause any damage to vehicles or other objects or property.

CLEANING/TRASH

Grass clippings and all other debris resulting from the services provided by the Contractor will be removed from lawns, sidewalks, parking lots, and streets immediately upon completion of work or as deemed necessary by Augusta Utilities. The Contractor shall pick up and dispose of all clippings and litter per visit and dispose of in the proper area on-site.

CHEMICAL PROGRAM

The Contractor shall furnish one (1) fertilizer application to trees and shrub beds during the month of March and September each year which equals 2 per year. The cost of the fertilizer and labor is included in the agreement. The Contractor agrees to provide, in the cost of this agreement, Herbicide (1) once a quarter to all flower and mulch areas and all pre or post emergent herbicides necessary to enhance all lawns and bed areas. The Contractor shall also, to prevent injury to landscape plants, turf plants and turf and for treatment of problems such as insect infestations and disease, include pesticide applications on an "as needed" basis. Documentation provided to Augusta Utilities shall be required and must be approved for application of any and all chemicals, specifying the date of application, type of chemical and application rate.

PRUNING

Plants shall be shaped to enhance and preserve their natural appearance. Shearing is not acceptable. Major pruning is to be accomplished in the months of December through February. Light pruning



is to be done, as required, in order to maintain proper growth during the months of March through November. The Contractor agrees to prune winter kill branches from shrubs and ground cover as soon as it is evident the plant will not recover. Augusta Solid Waste anticipates all dead wood pruning to be completed no later than May 15th of each year.

MULCH/PINE STRAW

Pine straw shall be provided by the Contractor two (2) times a year. A minimum of three (3) inches of mulch shall be maintained at all times. Mulch shall be clean and free of excess branches, litter, and weeds.

INSPECTION

It is understood within this agreement that any problems such as disease, insect infestations, or unusual weather conditions, etc. shall be discussed with Augusta Utilities. A landscape maintenance foreman shall check with management each day while providing services included in this agreement. This will enable the foreman to discuss work orders and any other concerns either party might have. Periodic inspections will be scheduled with the foreman as deemed necessary by Augusta Utilities Department.

IRRIGATION SYSTEM

Contractor is to coordinate irrigation schedule with Augusta Utilities on a regular basis, taking into consideration seasonal demands, watering restrictions and off season deactivation. Contractor shall winterize (de-activate) irrigation system prior to the average first frost date in the Fall of the year. Contractor shall energize the irrigation system after the average last frost date in the Spring of the year. Contractor is to advise Management of any and all leaks, cracks, damage to controllers and or heads and any other impairment to the system as soon as the problem is discovered and isolate those failures by turning off that zone of the system. At that point, Contractor will provide a quote for repair of the failure BEFORE repairing. These quotes will be presented to Augusta Utilities. Any repairs caused by contractor's neglect to be remedied at no cost to Augusta Utilities.

SPECIAL PROVISIONS

1. Fire ants in lawn and shrub bed areas shall be treated as they appear.(with chemicals approved By Augusta Utilities)
2. Vegetation growing in asphalt or concrete cracks shall be treated as it appears.
3. All workers must be dressed appropriately to include wearing of shirts and shoes while on the premises.

GENERAL INSTRUCTIONS

1. Mowing, trimming, edging - should be done as outlined above or when deemed necessary by Augusta Utilities.
2. Trash - per visit.
3. De-thatching - when thatch exceeds 1/2" - 3/4" in depth in warm season grasses.
4. Fertilization - year round.
5. Lime - only as needed.
6. Weeding - year round.
7. Aeration/Over seeding - early Spring/late Summer as conditions warrant.



8. Pine straw – twice per year.

9. All clippings, pruned branches, and sucker growth on trees shall be disposed of in the proper area on-site.

LICENSE AND PERMITS

Vendor is required to have and maintain a valid Commercial Pesticide Applicator's License, as well as a valid Commercial Pesticide Business License; both of which must remain valid throughout the duration of this contract.

Contract Period

SEASONAL LANDSCAPE REQUIREMENTS

JANUARY

- ☐ Complete Winter pruning – evergreen and deciduous plants – (non flowering and summer flowering trees and shrubs).
- ☐ Leaf removal – leaves shall be blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Lawns mowed, trimming and edging completed as needed.

FEBRUARY

- ☐ Complete Winter pruning as needed.
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Weed control with pre-emergent for Bermuda; fertilize shrub beds with (5-10-20).
- ☐ Weed control with pre-emergent for Fescue; fertilize shrub beds with (25-2-5).
- ☐ Lawns mowed, trimming and edging completed as needed.

MARCH

- ☐ Fertilize shrubs and trees with balanced slow release fertilizer with iron (8-10-10).
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Prune flowering trees.
- ☐ Irrigation – check controller and all heads for any leaks, cracks, or other winter damages.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

APRIL

- ☐ Fertilize Fescue (19-3-7) 50% SCH w/pre-m.
- ☐ Fungicide ornamentals and turf at first indication of disease.
- ☐ Weed control with pre-emergent in shrubs and turf.
- ☐ Fertilize shrubs and trees (8-10-10) – balanced slow release fertilizer.
- ☐ Weed control with pre-emergent in shrubs and on Bermuda with (25-2-5) 30% SCU w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

MAY

- ☐ Fertilize Bermuda w/balanced slow release fertilizer (25-5-9) 5 lbs. /1000 (in May or June).
- ☐ Prune winter die back on all plants.



- ☐ Weed control in shrub beds and turf with post emergent.
- ☐ Prune and shape spring shrubs and trees.
- ☐ Fertilize shrubs and trees (12-8-8) – balanced slow release fertilizer.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JUNE

- ☐ Shape pruning of shrubs and trees.
- ☐ Weed control in shrub beds w/post-emergent.
- ☐ Fertilize Fescue with (5-10-31)
- ☐ Sod replacement.
- ☐ Water (turf, shrubs and trees).
- ☐ Sucker growth removed on all trees.
- ☐ Fertilize Bermuda with (32-5-7) 50% SCU.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JULY

- ☐ Insect control (only those insects that damage plant material)
- ☐ Water (turf, shrubs, and trees).
- ☐ Weed control (post emergent) in shrub beds and turf.
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

AUGUST

- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

SEPTEMBER

- ☐ Weed control in shrub beds and turf with post-emergent.
- ☐ Fertilize groundcovers, shrubs, trees (8-10-10) balanced fertilizer.
- ☐ Aerate and over seed Fescue fertilize with (18-24-12) 25% SCU, and lime as needed, (in September or October).
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

OCTOBER

- ☐ Lime turf grass as needed.
- ☐ Fescue mowing
- ☐ Leaf removal-leaves shall be blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Shape pruning of shrubs and trees.
- ☐ Fertilize shrubs and trees with (8-10-10) balanced fertilizer.



- ☐ Fertilize Bermuda (5-10-20) w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

NOVEMBER

- ☐ Fescue mowing.
- ☐ Leaf blowing and removal-blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Pine straw – only after complete leaf removal (may run into December if leaves still on trees).
- ☐ Fall planting of upgrades.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

DECEMBER

- ☐ Complete leaf removal – blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Fertilize fescue with (32-3-8).
- ☐ Lime Bermuda (as needed).
- ☐ Lawns mowed, trimming and edging completed as needed.



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing



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

Pricing

Landscaping Services: Initial Contract to expire **10/15/27**

Highland Plant

- Area 1 310 Monthly
- Area 2 310 Monthly
- Area 3 310 Monthly
- Area 4 310 Monthly
- Area 5 310 Monthly

Highland Plant 1550 Total Monthly Fee

Hicks Plant

- Area 1 300 Monthly
- Area 2 300 Monthly
- Area 3 300 Monthly
- Area 4 300 Monthly

Hicks Plant 1200 Total Monthly Fee

Name (printed): _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Date: _____



ATTACHMENT C - LISTING OF KEY PERSONNEL

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The work sequence and work schedule will be in accordance with specifications as defined in Attachment A.



CONTRACTOR SERVICES

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: Wes Byne

TITLE: DIRECTOR

DATE: _____

CONTRACTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDITIONAL SERVICES:

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

HB LANDSCAPING & LAWN CARE LLC
 663 Blanchard Road
 EVANS, GA 30809
 (RETURNED MAIL)

AUGUSTA LAWN CARE SERVICES
 2008 WESTSIDE DR.
 AUGUSTA, GA 30907

TURNERS LAWN CARE & LANDSCAPING
 3343 HAMDEN ST.
 AUGUSTA, GA 30906

POND MAINTENANCE OF AUGUSTA
 3707 COLBERT ST
 AUGUSTA, GA 30906

BULLDOGS CUTS
 907 PARK AVE
 AUGUSTA, GA 30901

AUGUSTA GREENS RIGHT AWAY
 1600 KERON WAY
 HEPHZIBAH, GA 30815

LEP CONTRACTING LLC
 2917 FOXHALL CIRCLE
 AUGUSTA, GA 30907

JACOBS LAND MANAGEMENT
 733 SCOTT NIXON MEMORIAL DR.
 AUGUSTA, GA 30907

AUGUSTA QUALITY LLC
 3904 WRIGHTSBORO RD. STE C
 AUGUSTA, GA 30909
 (RETURNED MAIL)

HOME DETOX
 2002 LANIER DR
 AUGUSTA, GA 30904

GEORGIA'S GREEN LAWN CARE LLC
 2204 RICHARDS RD
 AUGUSTA, GA 30906

SNAP CORP USA
 2753 WILLIS FOREMAN RD
 HEPHZIBAH, GA 30815

DAVIS LANDSCAPE COMPANY
 PO BOX 350
 EVANS GA 30809
 (RETURNED MAIL)

CSRA LANDSCAPING
 2232A PEACH ORCHARD RD
 AUGUSTA, GA 30906
 (RETURNED MAIL)

LUMBERJACK LAWN & LANDSCAPING
 3315 TIMBER TWIG LN
 AUGUSTA, GA 30906

PIEDMONT LANDSCAPE MANAGEMENT
 1048 FRANKE INDUSTRIAL DR
 AUGUSTA, GA 30909

JACOBS LAND MANAGEMENT
 733 SCOTT NIXON MEMORIAL DRIVE
 AUGUSTA, GA 30907

M & C LAWN CARE & MAINTENANCE SERVICES LLC
 3958 WRIGHTSBORO RD. SUITE C
 AUGUSTA, GA 30909
 (RETURNED MAIL)

RISE AND SHINE LAWN CARE AND LANDSCAPING, LLC
 1159 WALTONS TRAIL
 HEPHZIBAH, GA 30815

T. GARRETT ENTERPRISE LLC
 2326 WALDEN DR. STE B.
 AUGUSTA, GA 30904

AUGUSTA LAWN & TURF
 3618 PHILLIPS DR
 MARTINEZ, GA 30907

BRIGHT BROTHERS LANDSCAPING
 2625 MILLEDGEVILLE ROAD
 AUGUSTA, GA 30904
 (RETURNED MAIL)

FRAILS MASONRY and CONSTRUCTION
 2483 HOBBS MILL ROAD
 DEARING, GA 30808

Wes Byne
 Augusta Utilities

Stephen Orton
 Augusta Utilities

Dr. Yolonda Jackson
 Compliance

Bid Item #26-209 Landscaping for
 Water Treatment Plant for Augusta,
 GA-Augusta Utilities Department
 Bid Due: Fri, 6/5/26 @ 11:00 a.m.

Bid Item #26-209 Landscaping for
 Water Treatment Plant for Augusta,
 GA-Augusta Utilities Department
 Mail Date: 4/7/2026

Planholders

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

Supplier (20)

Supplier 

Download Date

5280 Cleaners LLC	08/18/2026
Ajax Industrial Cleaning	08/21/2026
American Facility Services, Inc.	08/17/2026
Block by Block	08/17/2026
Chi-Ada Corporation	08/24/2026
CLEAN SPACE LLC.	08/17/2026
Complete Contract Consulting	09/10/2026
Complete Facility Services, LLC	08/17/2026
Contractors Enterprises, Inc.	08/19/2026
Disinfectant Solutions of Atlanta	09/10/2026
Dodge Data	08/17/2026
FCS Facility Services, Inc. dba FCS Services	08/17/2026
Goldie Solutions, LLC	08/17/2026
Imagann Cleaning Service, Inc.	08/21/2026
Onvia, Inc. - Content Department	08/16/2026

1 2

Showing 1-15 of 20

[Add Supplier](#)

Supplier Details

Supplier Name 5280 Cleaners LLC

Contact Name David Webb

Email 5280cleanersllc@gmail.com

Phone Number (72-0) -732-7108

Documents

Filename	Type	Action
27-290_ITB	Bid Document / Specifications	View History
27-290_ADD1	Addendum	View History
27-290_ADD2	Addendum	View History

Committee Meeting Date:	
Commission Meeting Date:	
Agenda Item Number:	
Approval Letter Date:	
Entered into the MuniAgenda by/date	

DATE: October 11, 2026

TO: The Honorable Garnett L. Johnson, Mayor
Members of the Commission
Don Clark, Chairman, Engineering Services Committee

THROUGH: Tameka Allen, Administrator

FROM: Hameed Malik, Ph.D., PE, Director of Engineering & Envir. Services

SUBJECT: Augusta Engineering Infrastructure Program Delivery &
Projects construction Management Web Based Technology-Procure
File Reference: 26-014(A)

CAPTION: Approve supplement funding (SA1) for the AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of \$76,650.00 for completing platform implementation/ AE

BACKGROUND: Augusta/Environmental Services transitioning Eremos platform to web-based AMCS platform. Engineering & Environmental Services (AE) Team along with Augusta IT staff reviewed AMCS Platform technology and participated in platform demo to explore platform features and fitness to Augusta's current waste management services needs. Augusta Commission approved contract on December 16, 2025 and data transfer from Eremos platform is in progress. During migration activities significant data quality issues were identified within the existing source data. These issues require additional analysis, cleaning, mapping validation, and remediation to ensure data can be migrated accurately and successfully.

ANALYSIS: AMCS technical team extended involvement is warranted to complete current data conversion to AMCS platform. Without this effort, critical business data may be incomplete, inaccurate, or unsuitable for migration and impacting reporting accuracy and operational continuity. Approval of this supplement funds will provide the resources necessary to remediate source data quality issues, reduce migration risk, and ensure successful implementation with accurate and reliable data.

FINANCIAL IMPACT: Funds are available in Environmental Services FY2026 Operational Budget.

ALTERNATIVES: Not proposed.

RECOMMENDATION: Approve supplement funding (SA1) for the AMCS Platform (web-based technology) for Augusta Residential Waste Collection Services management. Also approve funds in the amount of \$76,650.00 for completing platform implementation/ AE

REQUESTED AGENDA DATE: Committee Meeting: October 27, 2026
Commission Meeting: November 2, 2026

DEPARTMENT
DIRECTOR:

FUNDS ARE AVAILABLE IN THE FOLLOWING
ACCOUNTS:

Environmental Services FY2026 Operational Funds

ADMINISTRATOR:

FINANCE:



AMCS Project Change Request

Prepared for: City of Augusta Change Approval Authority

Customer: City of Augusta

9515 – Platform Implementation

Prepared by: Derrick Mills

August 26, 2026

*Confidential Information
Property of AMCS
Distribution Restricted to Authorised Persons*



Project Change Request			
Project Name:	City of Augusta – Platform Conversion from ELEMOS		August 26, 2026
Project ID:	9515		Change #: AUG_CR_01
Originator:	Derrick Mills		
Request Type: <i>To activate the box, click, and select.</i>	☒ Scope ☐ Schedule ☐ Design ☐ Budget ☐ Other(specify)	Priority:	☐ Must Have ☒ Should have ☐ Nice to Have
Change Description: <i>Attach additional sheets, if necessary.</i>	<p>Additional consulting in the amount of 350 hours may be required to analyze, cleanse, transform, and validate source data due to previously unidentified data quality issues discovered during migration activities. The effort exceeds the assumptions outlined in the original project estimate and is necessary to prepare the client's data for successful migration into the AMCS platform.</p> <p>During migration activities, significant data quality issues were identified within the client's source data. These issues require additional analysis, cleansing, mapping validation, and remediation to ensure data can be migrated accurately and successfully. Without this effort, critical business data may be incomplete, inaccurate, or unsuitable for migration, increasing project risk and impacting system adoption, reporting accuracy, and operational continuity.</p>		
Change Benefits:	<p>This change will reduce migration and go-live risk by addressing source data quality issues that could impact system performance, reporting accuracy, and user adoption. Completing this work prior to cutover will help ensure successful implementation, minimize future remediation costs, and protect the client's overall investment in the platform. The purpose of this change is to ensure that at the end of the project there are enough hours to continue.</p>		



Evaluation and Analysis			
Analysis assigned to:	Derrick Mills	Due Date:	August 26, 2026
Project Impact:	There will be a cost impact to the project only if the additional hours are required.		
Summary and Recommendation:	Approval of this change request will provide the resources necessary to remediate source data quality issues, reduce migration risk, and ensure successful implementation with accurate and reliable data. The estimated hours herein represent both data migration and project management, overseeing additional schedules.		
Analysis Completed by:	Derrick Mills	Completion Date:	July 10, 2026
Resources:	Sean Davison	Estimated Hours:	350
Estimated Implementation Time:	N/A	Estimated Cost:	\$219 hourly rate x 350 hrs \$76,650
Estimated Completion Date (or release version)	November 30, 2026	Estimated ROI:	N/A



Authorization and Completion			
Change Status:	Accepted	Date Approved:	
		Date Due:	September 30, 2026
PO Ref #		Casella Int. Ref #	
Signatures			
City of Augusta Approval:		Date:	
AMCS Project Manager:	Derrick Mills	Date:	
Other:		Date:	

These are results for mileage from augusta 535 telfair st **augusta**. ga. to 201 pryor street sw
Search instead for mileage from augusta 535 telfair st aug. ga. to 201 pryor street sw

AI Overview

The driving distance from 535 Telfair Street in Augusta, GA to 201 Pryor Street SW in Atlanta, GA is 149 miles.

Route Overview

- **Primary Route:** The most direct drive uses **I-20 W** all the way into downtown Atlanta.
- **Estimated Travel Time:** Approximately **2 hours and 23 minutes** under typical traffic conditions.



Meeting Name

Meeting Date: October 27, 2026

ACCEPTANCE GOHS 2027 H.E.A.T. Grant

Department:	Richmond County Sheriff Office
Presenter:	Sheriff Eugene Brantley
Caption:	Acceptance of 2027 GOHS H.E.A.T. Grant with the Federal award amount of \$152,869.09
Background:	The H.E.A.t. program us to combat crashes, injuries and fatalities caused by impaired driving and speeding also increasing seat belt use and educating the public about traffic safety and the dangers of DUI.
Analysis:	H.E.A.T. grants funds specialized traffic enforcement units in counties through the state of Georgia.
Financial Impact:	20% or \$38,217.27 Local Cash Match in 273031310 payroll
Alternatives:	N/A
Recommendation:	Motion to approve and accept the GOHS 2027 H.E.A.T. Grant
Funds are available in the following accounts:	Budget will be setup in Fund 220 after it is approved.
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 18.

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

Proposal Project No. Project Title

PR000661 SHERIFF GOV. HS FY27 HEAT GRANT

REQUESTING GRANT FUNDS OFFERED BY THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE OPERATION OF THE SHERIFF OFFICE HEAT TEAM/ LOCAL MATCH 20%, LOCAL MATCH FUNDING SOURCE PAYROLL ORG KEY 273031310- EEO NOT REQUIRED

Start Date: 10/01/2026

End Date: 09/30/2027

Submit Date: 03/01/2026

Department: 032

Sheriff

Cash Match?

Y

Total Budgeted Amount: 191,086.36

Total Funding Agency:

152,869.09

Total Cash Match: 38,217.27

Sponsor: GM0018 Governors Office of Hwy
Sponsor Type: S State
Purpose: 8 Highway Safety

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI059	Shavonne Christie	(706)821-1436

Approvals

Type	By	Date
FA	E. BRANTLEY	10/07/2026

Dept. Signature:

Grant Coordinator Signature:

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

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

Finance Director

Date

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

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

Administrator

Date

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



Public Safety Committee

Meeting Date: October 27, 2026

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
Caption:	Motion to approve the purchase of furniture, furnishings, and related equipment for the new Joint Operations Center from Indoff, Inc., through TIPS Cooperative Purchasing Contract #230301, in an amount not to exceed \$155,027.87.
Background:	The new Joint Operations Center requires furniture, furnishings, and supporting equipment to outfit training, administrative, conference, and common-use spaces. The Augusta Fire Department obtained Indoff, Inc. Quote #8918806, dated October 7, 2026, for the proposed purchase
Analysis:	The quote includes 60 flip-top nesting tables, 200 nesting student chairs, instructor and office desks, office and guest chairs, conference tables, whiteboards, filing and storage furniture, room dividers, and other furnishings. It also includes breakroom appliances, laundry and gear-care equipment, drinking fountains, seating, freight, and site unloading. The purchase is proposed through The Interlocal Purchasing System (TIPS) Contract #230301, Furniture, Furnishings and Services. Augusta Fire Department TIPS Member #969269 is identified on the quote.
Financial Impact:	Indoff Quote #8918806 lists a total of \$155,027.87 The quote includes freight and site unloading charges.
Alternatives:	Deny or defer the purchase, which would delay furnishing and equipping the new Joint Operations Center; or direct staff to revise the proposed quantities or obtain alternate pricing.
Recommendation:	Approve the Motion to approve the purchase of furniture, furnishings, and related equipment for the new Joint Operations Center from Indoff, Inc., pursuant to TIPS Contract #230301, in an amount not to exceed \$155,027.87, subject to confirmation of final pricing, applicable tax treatment, and procurement requirements.
Funds are available in the following accounts:	328034510-5413120 / JL#211328501
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief



QUOTE
Quote Date 10/07/2026

8918806

Robert Myers
Email: robert.myers@indoff.com
Phone: 864-906-4139 Fax: 678-701-1664

Bill To: Consolidated Government of Augusta Cnty
535 Telfair St Suite 605
Augusta, GA 30901

Ship To: Consolidated Government of Augusta Cnty
535 Telfair St Suite 605
Augusta, GA 30901

Customer	Purchase Order Number	Department/Tag
452865	TIPS CONTRACT	NEW FIRE DEPT
Sales Person	Date Requested	
Robert Myers	2026-10-07	

Customer Instructions

INDOFF TIPS CONTRACT# 230301
AUGUSTA, GA FIRE DEPT MEMBER #969269

Qty	UM	Item	Description	Unit Price	Extended Price
60.00	EA	FLIP TOP NESTING TABLE OSBF72SI/OST2472MAH	FLIP TOP TABLE 24X72 SILVER FRAME MAHOGANY LAMINATE	395.4000	23,724.00
200.00	EA	STUDENT CHAIRS NESTING OSSN6954FBLK	ARMLESS NESTING CHAIRS BLACK SEAT/ BLACK MESH BACK TITANIUM FRAME CASTERS	162.8200	32,564.00
4.00	EA	INSTRUCTORS DESK SHELL OS103MH	DESK SHELL MAHOGANY LAMINATE 30X60	193.4200	773.68
20.00	EA	DRY ERASE BOARDS OS27071MSWH	48X72 WHITE BOARD ALUMINIUM FRAME	284.5400	5,690.80
8.00	EA	OFFICE DESK- DOUBLE PEDESTAL DBLFDOS105MH	30X72 DOUBLE PED DESK MAHOGANY LAMINATE	638.7600	5,110.08
2.00	EA	OFFICE DESK U SHAPE OS105/OS143/OS197/OS166/OS175	U SHAPE DESK 30X72 DESK 42" BRIDGE 24X72 CREDENZA PAIR OF PEDESTALS MAHOGANY LAMINATE	1,107.9000	2,215.80
1.00	EA	OFFICE DESK- L SHAPE OS105/OS196/OS166/OS175	L DESK 30X72 DESK 24X48 RETURN PAIR OF PEDESTALS	938.4900	938.49
25.00	EA	TRASH CAN 4 GAL	4 GALLON PLASTIC RECEPTACLE	11.0000	275.00
5.00	EA	TRASH CAN 55 GAL	44 GALLON RECEPTACLE CASTERS/ LID	43.1000	215.50
3.00	EA	SMOKING RECEPTACLE 245133BG	SMOKING RECPTACLE	38.6900	116.07
2.00	EA	CONFERENCE TABLE 10 OS237MH/OSAC4012	MAHOGANY LAMINATE PANEL BASE TABLE WITH DUAL POWER HUBS > 2 OUTLETS >1 USB >1 USB-C >HDMI	1,076.0000	2,152.00
4.00	EA	CONFERENCE TABLE 36" ROUND OSTR36MH/OSTXBM24SI	SILVER BASE / MAHOGNAY TOP 36" ROUND	229.6100	918.44
3.00	EA	EXECUTIVE CHAIRS WBB32119159 BLACK	Regency DuraForce Big & Tall Ergonomic Executive Office Chair w/ High Back & Fixed Arms, Black	348.7100	1,046.13

40.00	EA	OFFICE CHAIRS OSTW8004BLK	MID BACK TASK CHAIR BLACK SEAT BLACK MESH BACK SYNCHO TILT ADJUSTABLE ARMS	236.8400	9,473.60
20.00	EA	VISTORS CHAIRS B959-BY	GUEST CHAIRS 4 LEGS BURGUNDY VINYL BRASS TACKED CHAIR W/ ARMS	165.5600	3,311.20
10.00	EA	BOOKCASES OS156MH	MAHOGANY LAMINATE 32X72 / 5 SHELF BOOKCASE	212.2100	2,122.10
8.00	EA	LATERAL FILE W/ HUTCH OS112MH/OS153MH	MAHOGANY LAMINATE 2 DRAWER LATERAL FILE / LOCKING BOOKCASE TOPPER/ 2 SHELF	512.0000	4,096.00
13.00	EA	FILE CABINET LATERAL WOOD OS112MH	2 DRAWER LATERAL / LOCKING 36" WIDE MAHOGANY LAMINATE	351.1600	4,565.08
4.00	EA	ROOM DIVIDERS OSCP6636/OSCPBASE	(4) 66"X36" FABRIC PANELS FREE STANDING PANEL FEET INCLUDED	255.6000	1,022.40
1.00	EA	I PAD CHARGING CART 987877	35 I PAD CART MOBILE/CASTERS LOCKING DOORS	507.4500	507.45
1.00	EA	COFFEE MAKER CAFE WB243371	2 POT COMMERCIAL GRADE COFFEE POT NEXEL POUROVER 2 WARMING PLATES	170.5600	170.56
1.00	EA	COMMERCIAL GRADE REFRIDGERATOR WB243007	1 DOOR STAINLESS REACH IN 23' CUBIC FOOT	940.5900	940.59
1.00	EA	STAINLESS STEEL TABLE/ KITCHEN B203862	30X60 4 LEG TABLE SHELF STAINLESS STEEL	662.4600	662.46
2.00	EA	PICNIC BENCHES	STEEL FRAME TABLES BLACK/BLUE/RED GREEN ARE 2 WEEK LEAD TIMES**	1,746.9200	3,493.84
1.00	EA	WASHER UNIMAC TOPLOAD WASHER/DRYER	RESIDENTIAL GRADE WASHER/DRYER	3,015.8800	3,015.88
1.00	EA	DRYER UTGC6ENG4402W01	FIREMANS GEAR DRYING CABINET 61" TALL 32" DEPTH 80" WIDTH	10,876.7600	10,876.76
1.00	EA	EXTRACTOR UWTO65V401X060EA	UNIMAC 65 LB EXTRACTOR BUILT TO RUN 24/7 BOLTED TO FLOOR OPTI- SPRAY RINSING TECHNOLOGY	21,881.4700	21,881.47
25.00	EA	CHAIR MATS HF4553RC	45X53 HARD SURFACE CHAIR MATS	115.0600	2,876.50
2.00	EA	DRINKING FOUNTAIN WB761218	WATER FOUNTAIN WITH BOTTLE FILLER	1,143.4200	2,286.84
2.00	EA	LEATHER SOFA WBB2256276	LEATHER SOFA	753.1100	1,506.22
1.00	EA	MICROWAVE 242942	NEXEL COMMERCIAL GRADE MICROWAVE STAINLESS STEEL	284.1400	284.14
1.00	EA	FREIGHT	FREIGHT WASHER/ DRYERS	3,200.0000	3,200.00
1.00	EA	FREIGHT	FREIGHT FOR GLOBAL MATERIAL	470.7900	470.79
1.00	EA	FREIGHT	FREIGHT FOR VISITORS CHAIRS	224.0000	224.00
1.00	EA	SITE UNLOAD	2 MEN/ TRUCK TO SITE EQUIPMENT TO UNLOAD TRACTOR TRAILER	2,300.0000	2,300.00

-total

155,027.87

**60 Month Financing is available with monthly payments as low as \$3,421.21 per month
(rates and terms contingent upon credit and documentation approval)
Apply here (<https://www.indoff.com/lease>), contact your Sales Partner
or call Zac Cooper with Indoff Capital at 314.635.2406**

Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

* Tax will be calculated on rates in effect at the date of invoice and may change from the amount stated on this quote.

We are excited to announce the launch of Indoff's new online store, bringing the unparalleled Indoff network to your fingertips. Contact me today to create an account or visit <https://www.indoff.com/shop/> to learn more!

TIPS VENDOR AGREEMENT

TIPS RFP 230301 Furniture, Furnishings, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Indoff, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.
- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
 Automobile Liability: \$300,000 Includes owned, hired & non-owned
 Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
 Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230301 Furniture, Furnishings, and Services

Vendor Name: Indoff, Inc.Vendor Address: 11816 Lackland RoadCity: St. Louis State: MO Zip Code: 63146Vendor Authorized Signatory Name: Pam HakeVendor Authorized Signatory Title: VP of CreditVendor Authorized Signatory Phone: 314 997-1122 ext 1273Vendor Authorized Signatory Email: pam.hake@indoff.comVendor Authorized Signature: Pam Hake Date: 4/19/2023*(The following is for TIPS completion only)*TIPS Authorized Signatory Name: Dr. David FittsTIPS Authorized Signatory Title: Executive DirectorTIPS Authorized Signature: David Wayne Fitts Date: 8/21/2023



230301 Addendum 1

Indoff

Indoff Inc.

Supplier Response

Event Information

Number: 230301 Addendum 1
 Title: Furniture, Furnishings and Services
 Type: Request for Proposal
 Issue Date: 3/2/2023
 Deadline: 4/21/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200301 FURNITURE, FURNISHINGS, AND SERVICES ("200301") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR FURNITURE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200301.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200301 WHICH COVERS ALL OF

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Indoff Information

Item 19.

Address: 11816 Lackland Road
St. Louis, MO 63146
Phone: (314) 997-1122
Fax: (314) 558-2621
Toll Free: (877) 469-5858
Web Address: www.indoff.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Terry Paden

Signature

terry.paden@indoff.com

Email

Submitted at 4/20/2023 12:00:01 PM (CT)

Requested Attachments

Vendor Agreement

Tips Vendor agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2

230301 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Pricing Form 1

Copy of 230301 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

Tips Vendor agreement signature form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

Tips reference.pdf

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

ConfidentialityClaim form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

Tips conflict of interest form.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No ☐
 Item 19.

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

3 National Coverage

Item 19.

Can the Vendor provide its proposed goods and services to all 50 US States?

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

1
1**Primary Contact Mobile**

Item 19.

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8065433237

1
2**Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Pam Hake

1
3**Secondary Contact Title**

Secondary Contact Title

VP of sales

1
4**Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

pam.hake@indoff.com

1
5**Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

3148123944

1
6**Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3143442888

1
7**Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

1
8**Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Pam Hake

1
9**Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

Pam.Hake@Indoff.com

2
0**Administration Fee Contact Phone**

Item 19.

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3149971122

2
1**Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Maurice Bell

2
2**Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

Maurice.bell@indoff.com

2
3**Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3149971122

2
4**Company Website**

Company Website (Format - www.company.com)

www.indoff.com

2
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Indoff, Inc.

2
6**Primary Address**

Primary Address

11816Lackland Rd.

2
7**Primary Address City**

Primary Address City

St.Louis

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

Missouri

29

Primary Address Zip

Item 19.

Primary Address Zip

63146-6902

30

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

School furnishings, includes furniture, science, music, library, sports

31

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

St. Louis

33

Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

MO

34

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

52

35

Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

3
6**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Item 19.

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

3
7**Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8

Volume and Additional Discounts

Item 19.

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
0**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Item 19.

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4
1**TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 **TIPS Administration Fee Requirement and Acknowledgment**

Item 19.

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 4 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
5

Antitrust Certification Statements (Tex. Government Code § 2155.005)

Item 19.

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4
6

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and **if Vendor enters into a construction contract with a Texas TIPS Member** under this procurement, Vendor certifies compliance.

4
7

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8**Non-Discrimination Statement and Certification**

Item 19.

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

4
9**Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree (Yes)

5
0**Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

5
1**No Waiver of TIPS Immunity**

Item 19.

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)5
2**Payment Terms and Funding Out Clause****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)5
3**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5
4**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Code 2274)

Item 19.

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

Item 19.

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2

Item 19.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

59 Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60

Felony Conviction Notice - Texas Education Code 44.034 - Continued

Item 19.

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information here:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

6
5**Regulatory Good Standing Certification - Explanation - Continued**

Item 19.

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion****Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6
7**Suspension or Debarment Certification**

Item 19.

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6
8**Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

6
9**Certification Regarding "Choice of Law" Terms with TIPS Members**

Item 19.

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
0**Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
1**Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
2**Certification Regarding "Indemnity" Terms with TIPS Members**

Item 19.

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
3**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
4**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7
5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

Item 19.

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7
6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

7
7**2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Clean Air Act

Item 19.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

8
0**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Item 19.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

8
1**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8
2**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

8
3**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

Item 19.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

8
4**2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8
6**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

Item 19.

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8
7**2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8
8**2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

8
9**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Item 19.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9
0**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☐ Yes

9
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the**

Item 19.

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9
4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9
5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9
6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Item 19.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

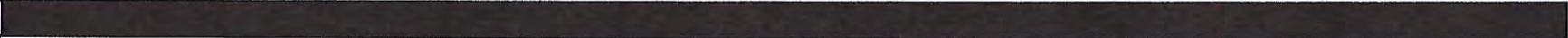
By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230301 Furniture, Furnishings, and Services	[Indoff.Inc,
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TIPS REFERENCE F

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities

Customer Entity Name	Customer Contact Name
Example: ABC University	Director John Doe
Clint ISD.	Jesus Estrada
Socorro ISD	Dr.George Thomas
Tornillo ISD	Alicia Reyes

ORM

Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The



s, who have purchased goods or services from your vendor entity within the last three years.

Valid Contact Email	Valid Contact Phone
jdoe@abcuniverisity.edu	800-111- 2222
jesus.estrada@clint.net	915-926-4084
gthoma@sisd.net	915-937-03030
Reyesal@tisd.us	915765-3015

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Indoff, Incorporated
Vendor Authorized Signatory Name: Pam Hake
Vendor Authorized Signatory Title: VP of Credit
Vendor Authorized Signatory Email: pam.hake@indoff.com
Vendor Address: 11816 Lackland Rd
City: St Louis State: MO Zip Code: 63146

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Pam Hake



Public Safety Committee

Meeting Date: 10/27/2026

Approval of FEMA/GEMA Awarded FY 25 Emergency Management Performance Grant

Department:	Emergency Management Agency (EMA)
Presenter:	Kymber Keaton, EMA Director
Caption:	Motion to approve acceptance of the awarded \$50,000 Emergency Management Performance Grant (EMPG), to be used towards personnel and fringe benefits.
Background:	<p>Augusta-Richmond County applied for an Emergency Management Performance Grant (EMGP) funding through the Federal Emergency Management Agency (FEMA) and Georgia Emergency Management and Homeland Security Agency (GEMA/HS) to support staffing costs towards emergency management personnel. The application was submitted on Jul 16, 2026, and subsequently awarded. The grant cycle is 1 fiscal year behind schedule.</p> <p>The EMPG is an annual federal grant to fund resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation. It requires a 50/50 federal/local funding match. The cycle runs July 1 – June 30 each year.</p> <p>The total approved cost is \$100,000 with a federal share of \$50,000, a local share of \$50,000. Augusta Budget for FY 2026 has already approved these amounts.</p>
Analysis:	<p>Approval of the grant award will allow Augusta-Richmond County to maintain their current Emergency Management staff.</p> <p>Maintaining the current staff will help support disaster response, preparedness efforts, and continue to support projects intended to reduce long-term disaster risk and improve community resilience.</p>
Financial Impact:	The City of Augusta's required local share cost of \$50,000, which has already been approved for the FY 26 EMA Budget.
Alternatives:	None at this time.
Recommendation:	Approve the Motion to accept the awarded \$50,000 EMPG Grant funding to support the current Augusta-Richmond County Emergency Management Agency staffing model.
Funds are available in the following accounts:	EMA Budget (Org: 101039210)

**REVIEWED AND
APPROVED BY:**

Kymber Keaton, EMA Director

Item 20.



ADDENDUM AGENDA
PUBLIC SAFETY COMMITTEE
LEE N. BEARD COMMISSION CHAMBER
October 27, 2026
1:20 P.M.

ADDITION(S):

-  1. Motion to **approve** the purchase of one 2026 Pierce Saber pumper and associated equipment from Ten-8 Fire & Safety, LLC, through the League of Oregon Cities cooperative purchasing contract, under the Whelen configuration of proposal 1441, for **\$1,060,000**; and authorize execution of the purchase documents in accordance with applicable purchasing requirements. (**Augusta Fire Department**)



Public Safety Committee

Meeting Date: October 13, 2026

Approval of Fire Apparatus Purchase through LOC and NPPGov Cooperative Contract

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
Caption:	Motion to Approve the purchase of one 2026 Pierce Saber pumper and associated equipment from Ten-8 Fire & Safety, LLC, through the League of Oregon Cities cooperative purchasing contract, under the Whelen configuration of proposal 1441, for \$1,060,000; and authorize execution of the purchase documents in accordance with applicable purchasing requirements.
Background:	The Fire Department seeks to purchase one fire pumper using the Pierce Manufacturing cooperative purchasing agreement awarded through League of Oregon Cities RFP 2560 and administered through NPPGov. Ten-8 Fire & Safety submitted its September 21, 2026, Whelen light package quote for a 2026 Saber pumper specified as a duplicate of unit 43423
Analysis:	The proposal prices the pumper at \$980,000 and separately lists an \$80,000 STF equipment quote, for a combined total of \$1,060,000. The League of Oregon Cities awarded Pierce Manufacturing a master price agreement under RFP 2560 (contract PS26410).
Financial Impact:	The total quoted purchase price is \$1,060,000. Apply \$435,000 from Fire Department budget account 274034110-5424220 and \$625,000 from Fire Department Fund Balance.
Alternatives:	Do not purchase the pumper at this time; defer the purchase.
Recommendation:	Approve the Motion to Approve the purchase of one 2026 Pierce Saber pumper and associated equipment from Ten-8 Fire & Safety, LLC, through the League of Oregon Cities cooperative purchasing contract, under the Whelen configuration of proposal 1441, for \$1,060,000; and authorize execution of the purchase documents in accordance with applicable purchasing requirements.
Funds are available in the following accounts:	\$435,000 — Fire Department budget account 274034110-5424220. \$625,000 — Fire Department Fund Balance
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief



Public Safety Committee

Meeting Date: October 13, 2026

Approval of Fire Apparatus Purchase through LOC and NPPGov Cooperative Contract

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
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Recommendation:	Approve the Motion to Approve the purchase of one 2026 Pierce Saber pumper and associated equipment from Ten-8 Fire & Safety, LLC, through the League of Oregon Cities cooperative purchasing contract, under the Whelen configuration of proposal 1441, for \$1,060,000; and authorize execution of the purchase documents in accordance with applicable purchasing requirements.
Funds are available in the following accounts:	\$435,000 — Fire Department budget account 274034110-5424220. \$625,000 — Fire Department Fund Balance
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Amendment to Agreement for Consultant Services (the "Amendment") is entered into by and between Augusta, Georgia ("Client") and Infrastructure Systems Management, LLC ("Consultant"), and is made as of the 2nd day of August 2025.

WHEREAS, Client and Consultant entered into that certain Consultant Services Agreement effective August 2, 2022 (the "Agreement"); and

WHEREAS, pursuant to Article II, Section A of the Agreement, the parties desire to extend the term of the Agreement for an additional one (1) year;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The term of the Agreement is hereby extended for an additional one (1) year, commencing on August 2, 2025, and ending on August 1, 2026.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**INFRASTRUCTURE SYSTEMS
MANAGEMENT, LLC**

AUGUSTA, GEORGIA

By: _____

Name: Abie Ladson

Title: Owner/Member

Date: August 2, 2025

By: _____

Mayor Garnett L. Johnson

Date: _____

ATTEST

(Seal)

By: _____

Lena J. Bonner

Clerk of Commission

Date: _____

AUGUSTA PARKS RECREATION DEPARTMENT

Proposal and Fee

NO.	PLANNING PHASE	YEAR 1 (Partial Fee/Funding)		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost
1	Further identify and define goals and vision for the SPLOST 8 program.	2.00%	\$ 15,983.58	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
2	Identify all stakeholders including but not limited to APRD, other City Departments, District Commissioners, Citizens, etc.	1.00%	\$ 7,991.79	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
3	Identify proper lines of communication and establish primary points of contact.	1.00%	\$ 7,991.79	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
4	Determine Departmental needs as it relates to design, construction, and maintenance of existing facilities.	4.00%	\$ 31,967.17	2.00%	\$ 32,987.40	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
5	Evaluate original project scopes, costs, and schedules. This is essential because costs may have escalated based on estimate dates and the current economic situation. NOTE: Our Team has experience and the ability to work with other outside agencies to obtain additional funding to satisfy scopes of services.	3.00%	\$ 23,975.38	2.00%	\$ 32,987.40	1.00%	\$ 14,963.36	0.00%	\$ -	0.00%	\$ -
6	Determine Projects that need to be phased for construction. Revised scopes and reports will be based on phasing and presented to the APRD, Administration, Commissioners, and the public.	2.00%	\$ 15,983.58	5.00%	\$ 82,468.49	1.00%	\$ 14,963.36	1.00%	\$ 14,963.36	1.00%	\$ 13,603.05
7	Determine and coordinate with ongoing design and construction firms for APRD facilities.	1.00%	\$ 7,991.79	5.00%	\$ 82,468.49	5.00%	\$ 74,816.78	3.00%	\$ 44,890.07	3.00%	\$ 40,809.15
8	Develop or use an Integrated Program and Project Management tool/software (i.e., PROCORE) for both APRD and the ISM/CHA team.	4.00%	\$ 31,967.17	5.00%	\$ 82,468.49	5.00%	\$ 74,816.78	1.00%	\$ 14,963.36	1.00%	\$ 13,603.05
9	Misc. Activities. (Activities that falls outside of the general scope.)	6.00%	\$ 47,950.75	6.00%	\$ 98,962.19	6.00%	\$ 89,780.13	6.00%	\$ 89,780.13	6.00%	\$ 81,618.30
SUB-TOTAL:		24.00%	\$ 191,803.01	25.00%	\$ 412,342.45	18.00%	\$ 269,340.39	11.00%	\$ 164,596.91	11.00%	\$ 149,633.55

AUGUSTA PARKS RECREATION DEPARTMENT

Proposal and Fee

NO.	DESIGN PHASE	YEAR 1 (Partial Fee/Funding)		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost
1	Develop RFPs for SPLOST 8 projects.	1.00%	\$ 7,991.79	2.00%	\$ 32,987.40	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
2	Develop RFPs for On-Call design firms to handle small-size and emergency type designs.	1.00%	\$ 7,991.79	2.00%	\$ 32,987.40	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
3	Assist the Department in the selection of design firms.	1.00%	\$ 7,991.79	1.00%	\$ 16,493.70	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
4	Develop AND update CPM design schedules using Primavera or Microsoft Project software(s). Also integrate scheduling information into Program Management software.	4.00%	\$ 31,967.17	4.00%	\$ 65,974.79	2.00%	\$ 29,926.71	1.00%	\$ 14,963.36	1.00%	\$ 13,603.05
5	Conduct monthly project update meetings, and presentations to staff and Commission, and the Community as necessary. Meetings with APRD staff will be weekly.	4.00%	\$ 31,967.17	4.00%	\$ 65,974.79	3.00%	\$ 44,890.07	3.00%	\$ 44,890.07	3.00%	\$ 40,809.15
6	Conduct 30%, 60%, 90%, and 100% Design Reviews. Also, for major projects such as the Diamond Lake Water Park project produce animation renderings for public meetings, etc.	3.00%	\$ 23,975.38	3.00%	\$ 49,481.09	3.00%	\$ 44,890.07	3.00%	\$ 44,890.07	3.00%	\$ 40,809.15
7	Assist APRD with contract administration and project procurement.	2.00%	\$ 15,983.58	2.00%	\$ 32,987.40	2.00%	\$ 29,926.71	2.00%	\$ 29,926.71	2.00%	\$ 27,206.10
8	Misc. Activities. (Activities that falls outside of the general scope.)	6.00%	\$ 47,950.75	6.00%	\$ 98,962.19	6.00%	\$ 89,780.13	6.00%	\$ 89,780.13	6.00%	\$ 81,618.30
SUB-TOTAL:		22.00%	\$ 175,819.42	24.00%	\$ 395,848.76	16.00%	\$ 239,413.68	15.00%	\$ 224,450.33	15.00%	\$ 204,045.75

AUGUSTA PARKS RECREATION DEPARTMENT

Proposal and Fee

NO.	CONSTRUCTION PHASE	YEAR 1 (Partial Fee/Funding)		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost
1	ISM and APRD conducting Preconstruction meeting(s).	1.00%	\$ 7,991.79	1.00%	\$ 16,493.70	2.00%	\$ 29,926.71	2.00%	\$ 29,926.71	2.00%	\$ 27,206.10
2	Assist contractors with producing detailed CPM schedule using Primavera or Microsoft Project. These schedules will have the capabilities of being integrated into a Project Management Software (i.e., PROCORE).	3.00%	\$ 23,975.38	3.00%	\$ 49,481.09	6.00%	\$ 89,780.13	6.00%	\$ 89,780.13	6.00%	\$ 81,618.30
3	Construct projects. Our team will manage changes, amendments, conduct project construction progress meetings, and work with regulation agencies (i.e., Planning, Engineering, etc.).	4.00%	\$ 31,967.17	4.00%	\$ 65,974.79	6.00%	\$ 89,780.13	6.00%	\$ 89,780.13	6.00%	\$ 81,618.30
4	Conduct monthly project update meetings, and presentations to Commission and Augusta Community as necessary.	4.00%	\$ 31,967.17	4.00%	\$ 65,974.79	4.00%	\$ 59,853.42	4.00%	\$ 59,853.42	4.00%	\$ 54,412.20
5	Assist APRD with punchlist items and project closeouts.	4.00%	\$ 31,967.17	1.00%	\$ 16,493.70	2.00%	\$ 29,926.71	2.00%	\$ 29,926.71	2.00%	\$ 27,206.10
6	Assist APRD with planning grand openings and ribbon cuttings.	1.00%	\$ 7,991.79	1.00%	\$ 16,493.70	1.00%	\$ 14,963.36	1.00%	\$ 14,963.36	1.00%	\$ 13,603.05
7	Misc. Activities. (Activities that falls outside of the general scope.)	6.00%	\$ 47,950.75	6.00%	\$ 98,962.19	6.00%	\$ 89,780.13	6.00%	\$ 89,780.13	6.00%	\$ 81,618.30
SUB-TOTAL:		23.00%	\$ 183,811.21	20.00%	\$ 329,873.96	27.00%	\$ 404,010.59	27.00%	\$ 404,010.59	27.00%	\$ 367,282.35

AUGUSTA PARKS RECREATION DEPARTMENT

Proposal and Fee

NO.	OPERATION PHASE	YEAR 1 (Partial Fee/Funding)		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost	Percent	Cost
1	Review APRD historical maintenance costs by comparing actual data with completed items (i.e., repairs etc.) Maintenance will adjust for future cost and planning purposes.	4.00%	\$ 31,967.17	2.00%	\$ 32,987.40	1.00%	\$ 14,963.36	1.00%	\$ 14,963.36	1.00%	\$ 13,603.05
2	Execute and manage an on-call contract with local construction companies to perform small and emergency tasks (i.e., roofing repair, mechanical repairs, grass-cutting etc.)	5.00%	\$ 39,958.96	5.00%	\$ 82,468.49	8.00%	\$ 119,706.84	8.00%	\$ 119,706.84	8.00%	\$ 108,824.40
3	Collaborate with city departments (i.e., Procurement, Engineering, and Utilities) that have existing On-Call contracts to address APDR emergency needs.	4.00%	\$ 31,967.17	2.00%	\$ 32,987.40	2.00%	\$ 29,926.71	3.00%	\$ 44,890.07	3.00%	\$ 40,809.15
4	Integrate and manage operation management software tool (i.e., City Works) that will manage work orders.	4.00%	\$ 31,967.17	2.00%	\$ 32,987.40	6.00%	\$ 89,780.13	7.00%	\$ 104,743.49	7.00%	\$ 95,221.35
5	Manage and conduct monthly meetings for work order requests and closeouts (i.e., commission requests, citizen requests, etc.)	4.00%	\$ 31,967.17	10.00%	\$ 164,936.98	12.00%	\$ 179,560.26	13.00%	\$ 194,523.62	13.00%	\$ 176,839.65
6	Misc. Activities. (Activities that falls outside of the general scope.)	10.00%	\$ 79,917.92	10.00%	\$ 164,936.98	10.00%	\$ 149,633.55	15.00%	\$ 224,450.33	15.00%	\$ 204,045.75
SUB-TOTAL:		31.00%	\$ 247,745.55	31.00%	\$ 511,304.64	39.00%	\$ 583,570.85	47.00%	\$ 703,277.69	47.00%	\$ 639,343.35
TOTAL:		100.00%	\$ 799,179.19	100.00%	\$ 1,649,369.81	100.00%	\$ 1,496,335.50	100.00%	\$ 1,496,335.50	100.00%	\$ 1,360,305.00



Public Services Committee

Meeting Date: October 27

Second Amendment to Consultant Services Agreement (RFQ 22-198)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the Second Amendment to the Consultant Services Agreement (RFQ 22-198) with Infrastructure Systems Management, LLC and to authorize the Mayor to execute all associated documents. The amendment is for the second of 2 one-year extension options. The requested funding for year 5 is \$1,360,305.00. This amount was included in the original Commission approval dated August 2, 2022. (25REC334)
Background:	On August 2, 2022, Augusta, Georgia entered into an agreement with Infrastructure Systems Management, LLC to provide consultant services in support of capital project planning, management, and execution for the Augusta Recreation & Parks Department. The original agreement was established for a three-year term, set to expire on August 1, 2025. Article II, Section A of the agreement provides the option to extend the contract for two additional one-year terms upon mutual agreement. On August 2, 2025, the first amendment was executed and set to expire on 8/1/2026.
Analysis:	The proposed amendment will extend the existing agreement with Infrastructure Systems Management, LLC for one additional year, from August 2, 2026 through August 1, 2027. All other terms and conditions of the original agreement will remain in full force and effect. The consultant has played a vital role in the successful delivery of numerous SPLOST and grant-funded projects, and continued services are essential to maintain project continuity and delivery timelines.
Financial Impact:	Funding for this agreement extension will continue to be allocated from SPLOST program administration and other eligible funding sources. The funding for year 5 is in the amount of \$1,360,305.00. This amount was included in the original Commission approval dated August 2, 2022.
Alternatives:	<ol style="list-style-type: none"> 1. Approve the proposed amendment to extend the contract for one year. 2. Decline the extension and initiate a new procurement process to secure consulting services. 3. Allow the current contract to expire without securing further consultant support.

Recommendation: It is the recommendation of the Augusta Recreation & Parks Department to approve the amendment to the Consultant Services Agreement with Infrastructure Systems Management, LLC, thereby extending the contract term through August 1, 2027.

Funds are available in the following accounts: Funds are available from SPLOST 7 and 8 program administration and SPLOST VI, 7, and 8 project accounts for which the Consultant is providing services. Total year-five expenditures shall not exceed \$1,360,305.00, as authorized by the Augusta, Georgia Commission in the original contract award.

REVIEWED AND
APPROVED BY: N/A

**AUGUSTA, GEORGIA PARKS AND RECREATION DEPARTMENT
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC**

This Consultant Services Agreement ("Agreement") made and entered into this 2nd day of August 2022 (the "Effective Date"), by and between Augusta, Georgia (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta Parks and Recreation Department ("APRD") whose address is 2027 Lumpkin Road, Augusta, GA 30906, and Infrastructure Systems Management, LLC (hereinafter referred to as the "Consultant") a Georgia corporation whose address is P.O. Box 277, Augusta, GA 30904.

WHEREAS, on March 16, 2021, voters of Augusta-Richmond County approved its 8th Special Purpose Local Option Sales Tax referendum (SPLOST 8); and

WHEREAS, within SPLOST 8 approximately \$66 million was approved for capital improvement projects ("CIPs") under the purview of ARPD and its subsidiary and affiliate departments; and

WHEREAS, Consultant was awarded bid RFP 22-198 related to selecting firms to provide program and project management services for CIPs;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.

SCOPE OF SERVICES TO BE PROVIDED

A. Consultant will assist APRD with management of the CIP. Consultant will report to the Director of Parks and Recreation ("Director"). With guidance from the Director and/or APRD staff, the selected firm will prioritize, plan, organize, coordinate, review, budget and oversee activities by other consultants and contractors to implement the CIP.

B. Services provided by the Consultant's program management team shall include, but are not limited to:

a. Assist APRD staff in developing CIP priorities from the existing project list and help in identifying other needs or projects that could be added to the overall program and provide guidance and estimations of post-construction maintenance costs and considerations

b. Develop a program management plan for all projects and other miscellaneous activities.

c. Maintain the budget and schedule; this includes establishment of project management protocol using appropriate software and detail for management and coordination of the CIP.

d. Provide detailed forecasting and reporting to the Director, City Administrator, Mayor, Commission, and/or the general public on performance, deadlines, and budgetary considerations.

e. Coordination with the Augusta's annual budget process, long-term capital improvement planning, and applicable grants administration.

f. Coordination and management of all project phases, completion of design, engineering, environmental considerations, utilities, permitting, bidding, procurement, construction through contract closeout, and financial reporting of improved capital assets.

g. Utilization, coordination, data entry, and verification of Augusta scheduling, staffing, project management, and financial systems so that up-to-date information is available to Augusta staff.

h. Provide bi-weekly updates to the Director, as well as quarterly and ad hoc reports to the Mayor and Augusta Commissioners.

i. Construction inspection services, either directly or through coordination thereof, on behalf of Augusta.

j. Work with Augusta staff to provide communication to the public regarding project status; prepare and attend Commission workshops, meetings and other applicable public hearings; articulate program accomplishments to Augusta staff, Mayor and Commission, and public; provide up-to-date information to the Augusta public relations team to be included on Augusta's website and other communication platforms.

k. Render services up to seven (7) but no less than five (5) days per week, on an on-call basis as needed; this will be inclusive of any necessary on-call services. This is a material term.

C. Design services are to include at the minimum assisting APRD with management and oversight of consultants and contractors in areas such as engineering, architecture, landscape architecture, land surveying, environmental compliance, technical management, and administrative services. Additionally, the selected project management firm will provide qualified technical and professional personnel to perform to Augusta standards and procedures as assigned.

a. Offer recommendations on scheduling and phasing of projects;

b. Provide coordination and support of permit activities and resolve issues with permitting agencies;

c. Provide coordination of structural reviews, manage independent reviews of designs of buildings, major retaining walls, to verify design integrity, cost-effectiveness, and conformity to current design.

d. Provide utility coordination for all projects to include identification and management of utility conflicts early in the project lifecycle to avoid or minimize cost to the Augusta or to avoid schedule delays. Coordinate engineering support for limited construction plans and bid documents for minor projects including, but not limited to, drainage improvements, sidewalks, etc.

D. Construction Management services are to include at a minimum the entirety of the CIP implementation as it relates to the approved SPLOST 8 projects or other projects. This will include including contractor management, administration, engineering, inspection and management of materials, and compliance with Augusta codes, and construction standards, and close out services for all projects that meet the standards of any grant awards. Additional construction services will include the following:

- a.** Prepare or validate construction cost estimates based on preliminary plans and prepare final estimates for engineers along with cost comparisons.
- b.** Prepare and/or review bid documents and manage bid process for all projects.
- c.** Ensure compliance with all applicable federal, state, and local procurement laws.
- d.** Schedule and conduct pre-construction meetings with contractors, utilities companies, and other appropriate parties.
- e.** Receive, review, and archive all submittals, including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
- f.** Provide experienced project staff whose duties will include day-to-day decisions on plans, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- g.** Maintain detailed and accurate records of contractors' operations and significant events that affect work. Input all documents and activities into a designated FTP site or cloud-based software that will be made available for Augusta staff to inspect during project(s) construction phase.
- h.** Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.; these records shall be provided to the Augusta during project closeout.
- i.** Utilize a performance evaluation scorecard provided by Augusta to monitor any work that is performed on behalf of Augusta. Consultant will provide

feedback on the effectiveness of the scorecard and identify opportunities to monitor and enhance performance.

j. Assist APRD staff in responding to all public inquiries during design and construction.

E. Post Construction Closeout Service are to include at a minimum to providing Augusta with a completed project closeout package that could include any or all of the necessary documentation and activities listed below:

a. Providing Augusta with all necessary documentation and records of program activities, including all audit records.

b. Provide all operation manuals and guarantees associated with Capital program.

c. Provide Augusta with all as-built and record drawings associated with Capital program.

d. Ensure all warranty management related items have been satisfied.

e. Notify appropriate agencies (GDOT, etc.) of project close, and provide agencies with all necessary/required documentation and final payments to fully closeout project.

f. Convene a final program management closeout meeting with Augusta staff; all project documents will be provided to Augusta during this meeting.

F. Consultant shall provide other services that were part of Consultant's Response to RFP 22-198, which is attached hereto as Exhibit "A," and incorporated herein.

G. Augusta may elect to expand, reduce, or delete the extent of each of Consultant's responsibilities listed above or add work elements as needed according to the availability of the SPLOST 8 funds and/or other appropriate funding source identified by the Director and approved by the Augusta Commission.

ARTICLE II

GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, three years from the Effective Date, unless extended by written amendment. All extensions shall be annually, for an additional one year term upon mutual consent of both parties with all terms and conditions remaining the same. In no case shall this Agreement shall be extended more than two (2) times. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

ARTICLE III

CONSIDERATION/FEEES

A. Augusta shall pay to Consultant the fees and expenses as set forth on Exhibit "B" (the "Rate Schedules"), which is attached hereto and incorporated herein. The rates as set forth in Exhibit "B" shall be in effect for the duration of this Agreement. The fees to be paid to Consultant for services under this Agreement will be determined either on the actual time and materials expended on the work or on a per project basis, depending on the nature of the assignment requested and will be subject to APRD's acceptance and approval for each assignment.

B. Adjustment in price in this Agreement shall be computed in one of the following ways:

- a.** By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
- b.** By unit prices specified in this Agreement or subsequently agreed upon;

- c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or
- d. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant hereby represents and warrants to APRD as follows:

A. The Consultant warrants that it has a minimum of five (5) years of experience of managing multi-project CIP in the public sector, and that it will possess and maintain all licenses required by federal, state, and local laws to perform work described in this Agreement.

B. Due Authorization and Binding Obligation This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

C. No Conflict To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

D. No Approvals Required No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.

E. Financial Condition There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.

F. No Collusion Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

G. Information Supplied By Consultant The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

H. Ethics: Gratuities and Kickbacks Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of APRD or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof,

for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

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

J. Existence and Powers Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

ARTICLE V

INSURANCE

Consultant shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta evidence of a policy or policies of insurance as enumerated below.

- A.** A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.
- B.** A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.
- C.** A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:

- a. Worker's Compensation – Statutory coverage
- b. Employer's Liability - \$1,000,000

D. Any deductible or self-insured retention must be disclosed and is subject to approval by Augusta. The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.

E. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made form coverage shall be maintained by Consultant for a minimum of two years following the expiration or earlier termination of this Contract and Consultant shall annually provide Augusta with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Consultant shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to Augusta to assure financial responsibility for liability for services performed.

a. Additional Insured and Primary Insurance Provisions:

b. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include Augusta, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to Augusta.

c. In addition, Consultant's insurance shall be primary, and any other insurance maintained by Augusta shall be excess and not contributing insurance with the Consultant's insurance.

d. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

i. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

ii. A copy of the endorsement naming Augusta as an Additional Insured showing the policy number and signed by an authorized representative

of the insurance company for Commercial General Liability and Worker's Compensation.

iii. A copy of an endorsement stating that the coverages provided by this policy to Augusta or any other named insured shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to Augusta.

g. Policy Rating: All policies shall be subject to approval by Augusta Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.

h. Self-Insurance: Should Consultant be self-insured, under item (1), (2), (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Consultant would protect and defend Augusta as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.

i. Subcontractors: Consultant shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

F. Failure of the Consultant to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. APRD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.

B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

C. Termination of the Agreement for Default Failure of the Consultant, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. Assignment for Creditors: The Consultant makes a general assignment for the benefit of creditors.

2. Bankruptcy: The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. Receivership: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.

E. Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of APRD.

F. Temporary Suspension or Delay of Performance of Contract To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.

B. Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by Consultant and delivered to APRD under the terms of this Agreement will at all times be the exclusive property of APRD.

D. Governing Law This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the

Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. APRD Approvals and Consents When this Agreement requires any approval or consent by APRD to a Consultant submission, request or report, the approval or consent shall be given by the Director or the Director's designated representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by APRD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if APRD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the APRD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. Notices and Authorized Representatives All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:

Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901

Augusta Parks and Recreation Department
2027 Lumpkin Road
Augusta, Georgia 30906
Attn: Maurice McDowell, Director

With a Copy to:

General Counsel

Augusta Law Department

535 Telfair Street, Building 3000

Augusta, GA 30901

For Consultant:

Infrastructure Systems Management, LLC

P.O. Box 277

Augusta, Georgia 30903

Attn: Abie Ladson, PE

J. Nondiscrimination During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

K. Indemnification Consultant hereby agrees to hold harmless, indemnify and defend APRD, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by Consultant its officers, employees, sub-consultants, or other representatives.

L. Compliance with laws The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

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

N. Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

O. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ

or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

Q. Independent Contractor The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or APRD; and shall retain control over its employees, agents, servants and subcontractors.

R. Assignment and Subcontracting The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta, whose consent shall not be unreasonably withheld. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion. If any obligation of the Consultant is performed through a subcontractor, Consultant shall remain fully responsible for the performance of this Agreement in accordance with its terms. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

S. Choice of Law and Venue This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

T. Invalid Provisions If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or

provision does not materially prejudice either the APRD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

U. Waivers Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.

V. Entire Agreement This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to RFP 22-198 (Exhibit "A"), the Consultant's response to RFP 22-198 shall take precedence over this Agreement.

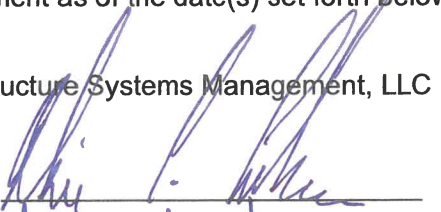
W. Damage Limitation Neither party shall be entitled to recover punitive, special or consequential damages from the other party to this Agreement for any reason whatsoever, except if otherwise specifically provided for herein.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Infrastructure Systems Management, LLC

Augusta, Georgia

By: 

By: 

Name: ARIE L. ADSON

The Honorable Hardie Davis, Jr.

Title: OWNER/MEMBER

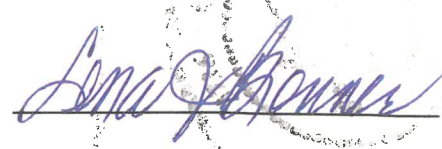
Mayor

Date: 9/21/22

Date: 9-27-22

ATTEST:

(SEAL)

By: 

Lena J. Bonner

Clerk of the Commission

Date: 9/27/2022



Public Services Committee

Meeting Date: October 27

Second Amendment to Consultant Services Agreement (RFQ 22-198)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the Second Amendment to the Consultant Services Agreement (RFQ 22-198) with Infrastructure Systems Management, LLC and to authorize the Mayor to execute all associated documents. The amendment is for the second of 2 one-year extension options. The requested funding for year 5 is \$1,360,305.00. This amount was included in the original Commission approval dated August 2, 2022. (25REC334)
Background:	On August 2, 2022, Augusta, Georgia entered into an agreement with Infrastructure Systems Management, LLC to provide consultant services in support of capital project planning, management, and execution for the Augusta Recreation & Parks Department. The original agreement was established for a three-year term, set to expire on August 1, 2025. Article II, Section A of the agreement provides the option to extend the contract for two additional one-year terms upon mutual agreement. On August 2, 2025, the first amendment was executed and set to expire on 8/1/2026.
Analysis:	The proposed amendment will extend the existing agreement with Infrastructure Systems Management, LLC for one additional year, from August 2, 2026 through August 1, 2027. All other terms and conditions of the original agreement will remain in full force and effect. The consultant has played a vital role in the successful delivery of numerous SPLOST and grant-funded projects, and continued services are essential to maintain project continuity and delivery timelines.
Financial Impact:	Funding for this agreement extension will continue to be allocated from SPLOST program administration and other eligible funding sources. The funding for year 5 is in the amount of \$1,360,305.00. This amount was included in the original Commission approval dated August 2, 2022.
Alternatives:	<ol style="list-style-type: none"> 1. Approve the proposed amendment to extend the contract for one year. 2. Decline the extension and initiate a new procurement process to secure consulting services. 3. Allow the current contract to expire without securing further consultant support.

Recommendation: It is the recommendation of the Augusta Recreation & Parks Department to approve the amendment to the Consultant Services Agreement with Infrastructure Systems Management, LLC, thereby extending the contract term through August 1, 2027.

Funds are available in the following accounts: Funds are available from SPLOST 7 and 8 program administration and SPLOST VI, 7, and 8 project accounts for which the Consultant is providing services. Total year-five expenditures shall not exceed \$1,360,305.00, as authorized by the Augusta, Georgia Commission in the original contract award.

REVIEWED AND
APPROVED BY: N/A



Engineering Services Committee Meeting

October 27, 2026

Right-of-Way and Vacant Lot Scheduling

Department:	N/A
Presenter:	N/A
Caption:	Right-of-Way and Vacant Lot scheduling now and through department transition. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 22, 2026 8:51 AM
To: Lena Bonner; Natasha L. McFarley
Subject: Agenda Item 10/27
Attachments: IMG_0648.jpeg; IMG_0650.jpeg; IMG_0649.jpeg

Great Morning,

Add discussion on Right Away and Vacant Lot scheduling now and through department transition.

Kind Regards,



Stacy Pulliam

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Together v





Item 24.



**CONTRIBUTION AGREEMENT GACD-02-23-013
AMENDMENT NO 2**

PURPOSE: The purpose of this amendment is to extend the current agreement between GACD and Richmond County to expire on September 30, 2027. All other provisions of the Contribution Agreement remain the same.

NOW, THEREFORE the agreement is amended to change the following sections to now read as follows:

V. PERIOD OF PERFORMANCE

- A. The expiration date of the Agreement is September 30, 2027. The Agreement is effective from the later of: 1) the date signed by both parties or 2) the 12 month period preceding the expiration date.

VI. RESOURCES REQUIRED

- A. RICHMOND COUNTY and GACD requirements are outlined in the following tables

Table A.1 GACD and RICHMOND COUNTY COST SHARE

	Richmond County	GACD	Total
FY27 Cost	\$22,740	\$22,740	\$45,480

- B. GACD costs share for this agreement is fixed at \$22,740.00

Name & Title of GACD Rep

Signature

Date

Name & Title of Provider (County)

Signature

Date



Finance Committee Meeting

Meeting Date: Oct 13th, 2026

Contribution Agreement Amendment with GACD and ARC

Department:	Finance
Presenter:	Clifford Eaddy (Augusta Service Center) / Mattie Sue Stevens
Caption:	Motion to approve the Contribution Agreement between The Georgia Association of Conservation Districts and the Augusta-Richmond County Board of Commissioners.
Background:	Conservation partnership that serves to facilitate the implementation of planned conservation practices. This partnership is to assist interested landowners with the NRCS application process and conservation practice implementation. The provider is responsible for providing technical support to participants for planned conservation as outlined in this agreement. This agreement will support the objectives of both organizations and will leverage their capabilities to efficiently and effectively implement conservation activities as outlined in the Agricultural Act of 2014 and subsequent Farm Bills.
Analysis:	This agreement is to assist landowners with Farm Bill application, design and layout of conservation practices, development and management, contract planning and eligibility determinations. This is a one year amendment to the continuing program from the previous one year agreement expired on 9/30/2026.
Financial Impact:	The cost of this program for is \$45,480 each year, with half of the funds being reimbursed by GACD of \$22,740 and ARC matching the other half of \$22,740; this agreement is for one year from 10/01/2026 thru 9/30/2027.
Alternatives:	Do not approve the 2026 Contribution Agreement with GACD and ARC.
Recommendation:	To approve the 2026 Contribution Agreement with GACD and ARC.
Funds are available in the following accounts:	Currently budgeted in 101071212/ 5212119 Professional Services 101071212/ 5911110 Reimbursements

REVIEWED AND
APPROVED BY: