



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, February 18, 2025

2:00 PM

INVOCATION

Pastor John Sebby, Senior Pastor, Wildwood Christian Church

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

RECOGNITION(S)

A. **Congratulations! 2025 January Years of Service (YOS) 25–50-year recipients.**

DELEGATION(S)

B. **Mr. Moses Todd, I Love Augusta** - Discuss House Bill 581, Augusta Richmond County Georgia opt in with the voters.

C. **Mr. Brian Green** relative to the necessity of outreach, and public information.

CONSENT AGENDA

(Items 1-24)

PLANNING

1. Final Plat – S-996 – Knox Place – Phase 1 – A petition by Civil Design Solutions on behalf of South Augusta Land Holdings LLC requesting final plat approval for Knox Place – Phase 1 containing 106 lots, located at 2420 Willis Foreman Road. Tax Map #194-1-001-00-0. Reviewing agency approval 01/08/2025
2. SE-25-02 – A petition by Tammy Prosper requesting a special exception per Section 26-1(i) of the Comprehensive Zoning Ordinance to establish a privately owned and operated recreational facility affecting 1.49 acres located at 1712 and 1714 Barton Chapel Road. Tax Map #'s 054-0-033-00-0 & 054-0-035-00-0. Zoned R-1B (One-Family Residential)

PUBLIC SERVICES

3. Motion to approve the 2024/2025 Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC. (**Approved by Public Services Committee February 11, 2025**)
4. Motion to **approve** the Daniel Field Airport DBE Amended Plan and approval of Mayor Johnson signing the DBE Amended Plan. (**Approved by Public Services Committee February 11, 2025**)

ADMINISTRATIVE SERVICES

- 5.** Motion to **approve** Housing and Community Development Department's (HCD's) request to partner with Honnete Habitats (HH) to develop nine (9) multi-family units, identified as six (6) lots: 1241, 1243, 1247, 1249, 1251, and 1257 12th Street within the Laney Walker/Bethlehem combined into a single parcel. **(Approved by Administrative Services Committee February 11, 2025)**
- 6.** Motion to **approve** HCD's request of recommendation of award for the RFQ Item #23-229 to Augusta Partnership for Children in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant. RFQ 23-229. **(Approved by Administrative Services Committee February 11, 2025)**
- 7.** Motion to **approve** HCD's request of recommendation of award for the RFQ Item #23-230 to Medical Associates Plus in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant. **(Approved by Administrative Services Committee February 11, 2025)**
- 8.** Motion to reject the unsolicited proposal for the revitalization of the Dyess Park Community Center. **(Approved by Administrative Services Committee February 11, 2025)**
- 9.** Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of two vehicles, at a total cost of \$102,213 from Allan Vigil Ford for the Engineering department. A 2025 Ford F150 using SPLOST VIII and a 2025 Ford PHEV Escape using NPDES Permit Fees which has a fund balance of \$45,364.16 and is recorded as un-reserved and un-designated. **(Approved by Administrative Services Committee February 11, 2025)**
- 10.** Motion to **approve** salary compensation for two FT staff persons - Lead Hazard Control Supervisor at \$65,000 and Lead Environmental Control Specialist at \$60,000 (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees. **(Approved by Administrative Services Committee February 11, 2025)**

ENGINEERING SERVICES

- 11.** Motion to **approve** to purchase video surveillance security systems for three locations along the August Canal as a sole Source Procurement in the amount of \$90,854.66. **(Approved by Engineering Services Committee February 11, 2025)**
- 12.** Motion to **approve** Augusta Utilities Purchase of SmartWorks MDM for AMI Data Integration as a sole source procurement from Systems and Software in the amount of \$607,000.00 **(Approved by Engineering Services Committee February 11, 2025)**
- 13.** Motion to **approve** the Dedication of Water Distribution and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Phase 2. **(Approved by Engineering Services Committee February 11, 2025)**
- 14.** Motion to **approve** supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915. **(Approved by Engineering Services Committee February 11, 2025)**
- 15.** Motion to **approve** supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916 **(Approved by Engineering Services Committee February 11, 2025)**

- 16.** Motion to **approve** supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304 (**Approved by Engineering Services Committee February 11, 2025**)
- 17.** Motion to **approve** supplemental funding to Hussy Gay Bell (HGB) in the amount of \$30,000 (\$10,000/ea) for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI). AE / RFQ 17-127. (**Approved by Engineering Services Committee February 11, 2025**)
- P350506 – SA#4 Barton Chapel Rd @ Gordon Hwy
- P350536 – SA #5 Wheeler Road from I-20 – Augusta West
- P350539 – SA #4 Wheeler Road @ Roberts C. Daniel Parkway
- 18.** Motion to **approve** continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147. (**Approved by Engineering Services Committee February 11, 2025**)
- 19.** Motion to **approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System–Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218 (**Approved by Engineering Services Committee February 11, 2025**)

FINANCE

- 20.** Motion to **adopt** resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed \$175,000,000, a portion of this amount will be used to finance costs of the acquisition of educational assets and associated operations from STVT-AAI Education Inc. (**Approved by Finance Committee February 11, 2025**)

PUBLIC SAFETY

- 21.** Motion to **approve** Task Order #1 with a not-to-exceed amount of \$500,000 for Hurricane Helene Cost Recovery Services through Tetra Tech. RFP 24-917. (**Approved by Public Safety Committee February 11, 2025**)

PENSION & AUDIT COMMITTEE

- 22.** **Authorize application for determination for adopters of modified non-standardized pre-approved plan.** The most recently approved restatement of the GMEBS plan II includes provisions that are not part of the standard (pre-approved) GMEBS basic plan document, adoption agreement and addendum. Because the addendum contains non- standard plan provisions, Augusta must obtain an separate determination letter from the IRS addressing the addendum.

PETITIONS AND COMMUNICATIONS

- 23.** Motion to **approve** the minutes of February 4, 2025 Commission Meeting minutes.
- 24.** Motion to **approve** the appointment of Chip Matson to the Historic Augusta Preservation Commission representing District 3. (**Requested by Commissioner Catherine McKnight**)

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 25-28)

ENGINEERING SERVICES

- 25.** Motion to **approve** entering Memorandum of Understanding (MOU) with Augusta Canal Authority for installation and construction of a pedestrian trail and bridge along/over the Augusta Canal to create opportunities for greater access to Public Levee Trail. Also, authorize Mayor to sign attached MOU document. **(Requested by the Augusta Canal Authority)**

APPOINTMENT(S)

- 26.** Consider the following recommendations from the Augusta-Richmond County Legislative Delegation for Chairperson of the Richmond County Board of Elections.
1. Lynn Bailey
 2. Eugene Beverly
 3. Mary Jones

ADMINISTRATOR

- 27.** Discuss and approve path forward for HB 581 (Floating Homestead Tax Exemption).

LEGAL MEETING

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



Commission Meeting

February 18, 2025

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2025 January Years of Service (YOS) 25–50-year recipients.
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

**HUMAN RESOURCES DEPARTMENT**

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

January 24, 2025

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at <http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx>.

We are pleased to advise you that for the month of **January 2025**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
ERICKA	BOWERS	TAX COMMISSIONER	25
RUSSELL	SCHAFER	SHERIFF'S OFFICE	25
DENNIS	HERRING	UTILITIES	30
BOBBY	DUDLEY	UTILITIES	30
SUSAN	POGUE	UTILITIES	30
JAMES	JOYNER	ENGINEERING	30
ANGELE	HARRIS	AIRPORT	35
MARC	BOWLES	ENGINEERING	40

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, February 18, 2025**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All the persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 432-5348 or via e-mail at ayoung1@augustaga.gov, by **Friday, February 14, 2025, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,

Anita Rookard, HR Director

/asy

cc: Mayor Garnett Johnson
Tameka Allen, City Administrator
Lena Bonner, Clerk of Commission



Commission Meeting

February 18, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd, I Love Augusta - Discuss House Bill 581, Augusta Richmond County Georgia opt in with the voters.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Moses Todd <iloveaug2024@gmail.com>
Sent: Thursday, February 13, 2025 8:40 AM
To: Lena Bonner
Subject: [EXTERNAL] House Bill 581

Ms. Bonner please put Moses Todd from I Love Augusta on the next agenda to discuss House Bill 581, Augusta Richmond County Georgia opt in with the voters.

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

**Commission Meeting**

February 18, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Brian Green relative to the necessity of outreach, and public information.
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



Commission Meeting

February 18, 2025

Item Name: **Final Plat – S-996**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Final Plat – S-996 – Knox Place – Phase 1</u> – A petition by Civil Design Solutions on behalf of South Augusta Land Holdings LLC requesting final plat approval for Knox Place – Phase 1 containing 106 lots, located at 2420 Willis Foreman Road. Tax Map #194-1-001-00-0. <i>Reviewing agency approval 01/08/2025</i>
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

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Knox Place – Phase 1, S-996

Hearing Date: Monday, February 3, 2025

Applicant: Civil Design Solutions

Property Owner: South Augusta Land Holding LLC

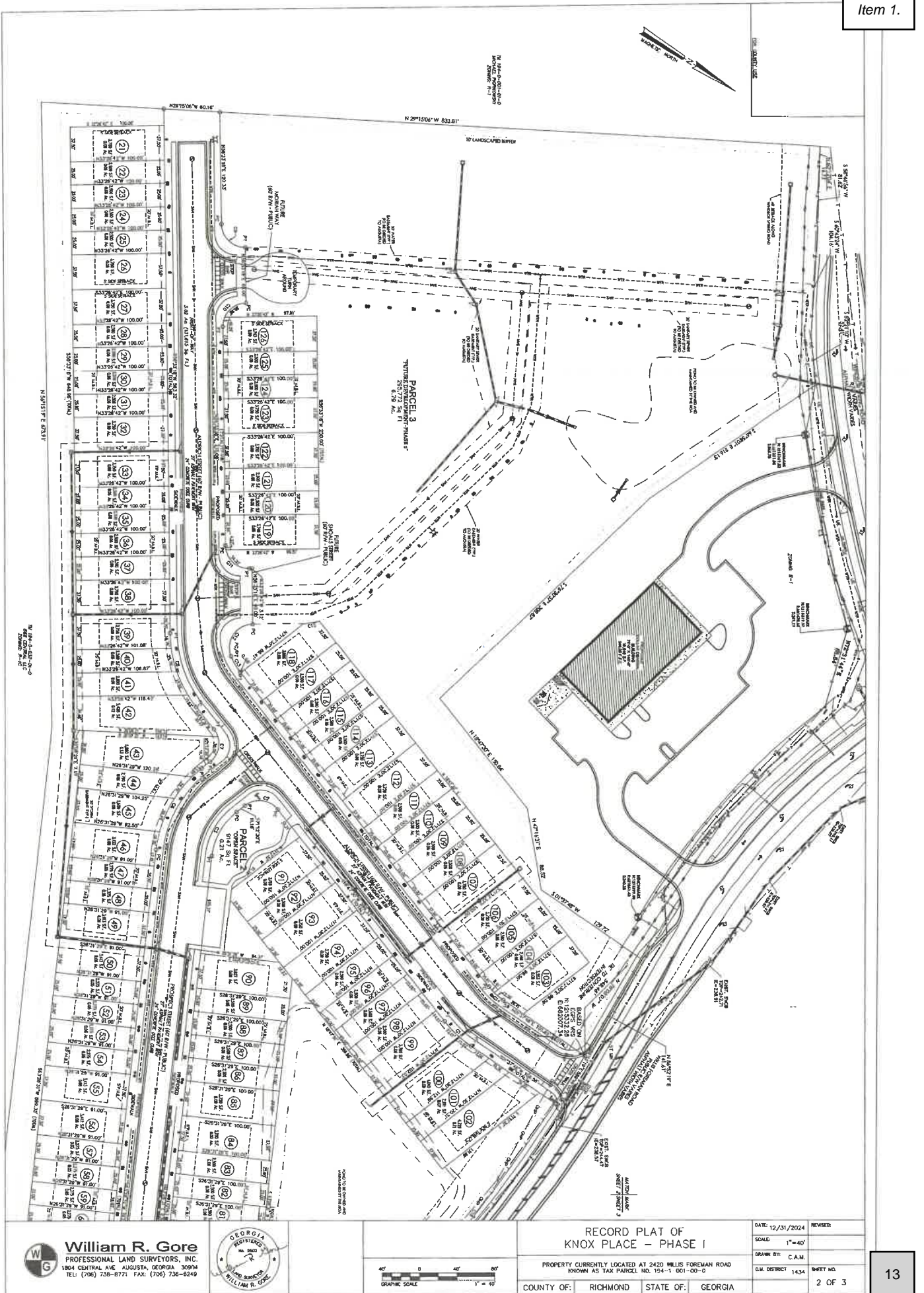
Property Address: 2420 Willis Foreman Road

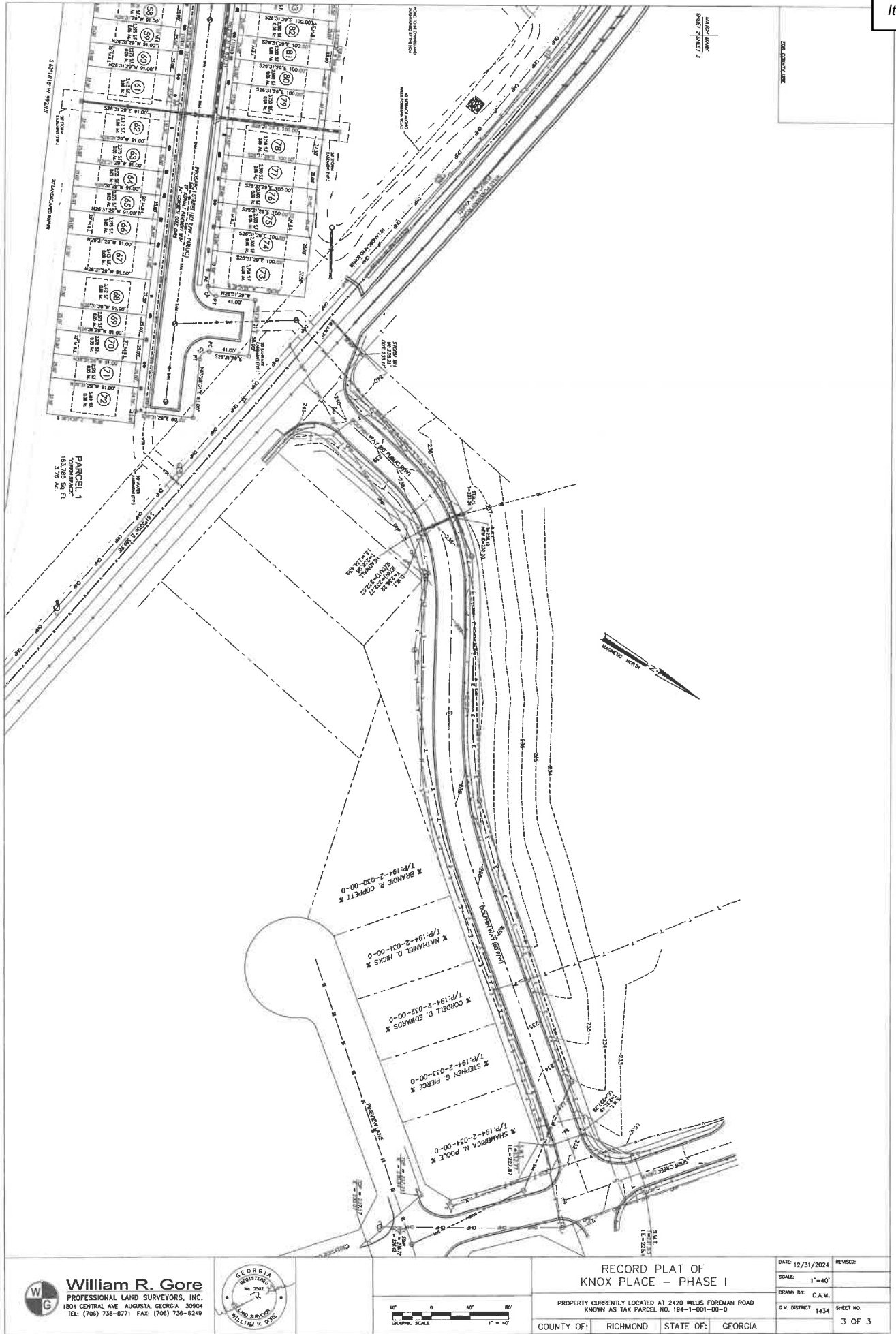
Tax Parcel #: 194-1-001-00-0

Present Zoning: R-1E

Neighborhood or Subdivision: Knox Place

Commission District: 8 (Brandon Garrett) **Super District:** 10 (Wayne Guilfoyle)





Hearing Date: February 3, 2025

Case Number: SE-25-02

Applicant: Tammy Prosper

Property Owner: Tammy Prosper

Property Address: 1712 & 1714 Barton Chapel Road

Tax Parcel No(s): 054-0-035-00-0 & 054-0-033-00-0

Current Zoning: R-1B (One-Family Residential)

Fort Eisenhower Notification Required: N/A

Commission District 5: Don Clark

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Privately Owned and Operated Recreational Facility	Section 26-1 (i)

SUMMARY OF REQUEST:

This case pertains to a 1.49-acre parcel located on Barton Chapel Road. The parcel is currently vacant and zoned R-1B (One-Family Residential). The applicant requests a special exception to allow for a privately owned and operated recreational facility. The conceptual site plan submitted with this application proposes to create a steel metal building approximately 3,000 to 5,000 square feet.

COMPREHENSIVE PLAN CONSISTENCY:

This property is within the Belair Character Area. The 2023 Comprehensive Plan characterizes the Belair Character area as a suburban area with medium-density residential development and well-planned communities. Interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development. Public facilities and services will continue to expand to meet the demand of a growing population.

FINDINGS:

1. The applicant requests a special exception for the purpose of developing a privately owned and operated recreational facility.
2. Privately owned and operated recreational facilities are permitted by Special Exception in an R-1B (One-Family Residential) zone. In this case then a Special Exception is required for the proposed outdoor recreational multi-use facility and event venue.
 - A tract to be developed as a privately owned and operated recreational facility shall have at least one hundred (100) feet of frontage on a public or private road. ***The tract has 466.7 feet of frontage on Barton Chapel Road.***
 - Structures except fences and walls shall be set back at least fifty (50) feet from property lines separating the property from contiguous properties zoned or developed for residential use. ***Planned structures are more than fifty (50) feet from property lines.***
 - Lighting shall be designed so that adjacent properties are not adversely affected. ***Lighting has not been designed at this time.***
 - Outdoor activities shall cease at 11:00 P.M. ***The applicant plans to operate from 5am to 8pm Monday – Friday, 8am to 6pm on Saturdays, and 12pm to 6pm on Sundays.***
 - Recreational facilities shall be located at least one hundred (100) feet from contiguous properties zoned or developed for residential use. ***The recreational facility is located less than 100 feet from residential zoned and used properties.***
 - A plan illustrating compliance with the above requirements shall be submitted to the staff of the Augusta Planning and Development Department before the proposal is placed on the agenda. ***A precursory plan illustrating compliance of the above requirements (except for lighting) has been submitted.***
3. Adjacent zoning: West R-1B (One-Family Residential) | East: R-1B (One-Family Residential) | South: LI (Light Industry) and A (Agriculture) | North: R-1B (One-Family Residential)
4. Public water is present in the area, but sewer is not.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
7. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Barton Chapel Road as a minor arterial street.
8. Public transit routes do not run along Barton Chapel Road.
9. The proposal is consistent with the 2023 Comprehensive Plan and is compatible with surrounding zoning and land uses.
10. At the time of completion of this report, staff have not received inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is a 16" water line on Barton Chapel that is available for their use. There is currently no sewer available to this site. The owner may extend the sewer to the site if their Engineer determines it will work.

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of the special exception request to establish a privately owned and operated recreational facility with the following conditions:

1. A 10 ft tree buffer around the sides and a 20 ft tree buffer around the rear of the property must be installed.
2. A 10 ft street yard must be installed along Barton Chapel Road.
3. The Installation of a 6 ft wooden privacy fence to enclose the rear and side portions of the property that is adjacent to residential use is required.
4. Any proposed lighting fixtures must be directed downward and not toward buildings.
5. Must comply with all related aspects of the Augusta Tree Ordinance.
6. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
8. Installation of sidewalks along the entire frontage of the property that abuts Barton Chapel Road is required.

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

PROSPER ENTERPRISE SUPPORT SERVICES

1162 Brookstone Way
Augusta, GA 30909
803-334-6463

20 Nov 2024

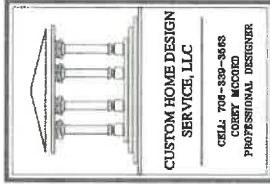
MEMORANDUM FOR DEPARTMENT OF PLANNING & DEVELOPMENT AUGUSTA
GA 30901

SUBJECT: LETTER OF INTENT

1. I am the property owner of 1712 & 1714 Barton Chapel Road in Augusta 30909. I would like to special exception 1712 & 1714 Barton Chapel from residential to commercial. I intend to build an athletic training center. This facility will be a Steel metal building approximately 3000 to 5000 square feet.
2. I have inventoried the local area and in around these lots and found 17 local businesses and 14 residential homes.
3. Point of Contact for this action is the undersigned at (803) 334-6463 or Email: Name.tammy.d.prosper.ctr@army.mil.


TAMMY D. PROSPER
PROPERTY OWNER

Attached inventoried Business and Residential Homes



PROPOSED SITE
1712 & 1713 BARTON CHAPEL RD
AUGUSTA, GA 30909
FITNESS TRAINING CENTER
PRELIMINARY



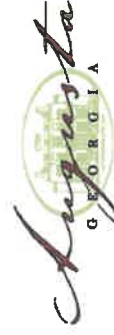
Planning Commission
SE-25-02
February 3, 2025

1712 and 1714
Barton Chapel Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/10/2025 MH18072

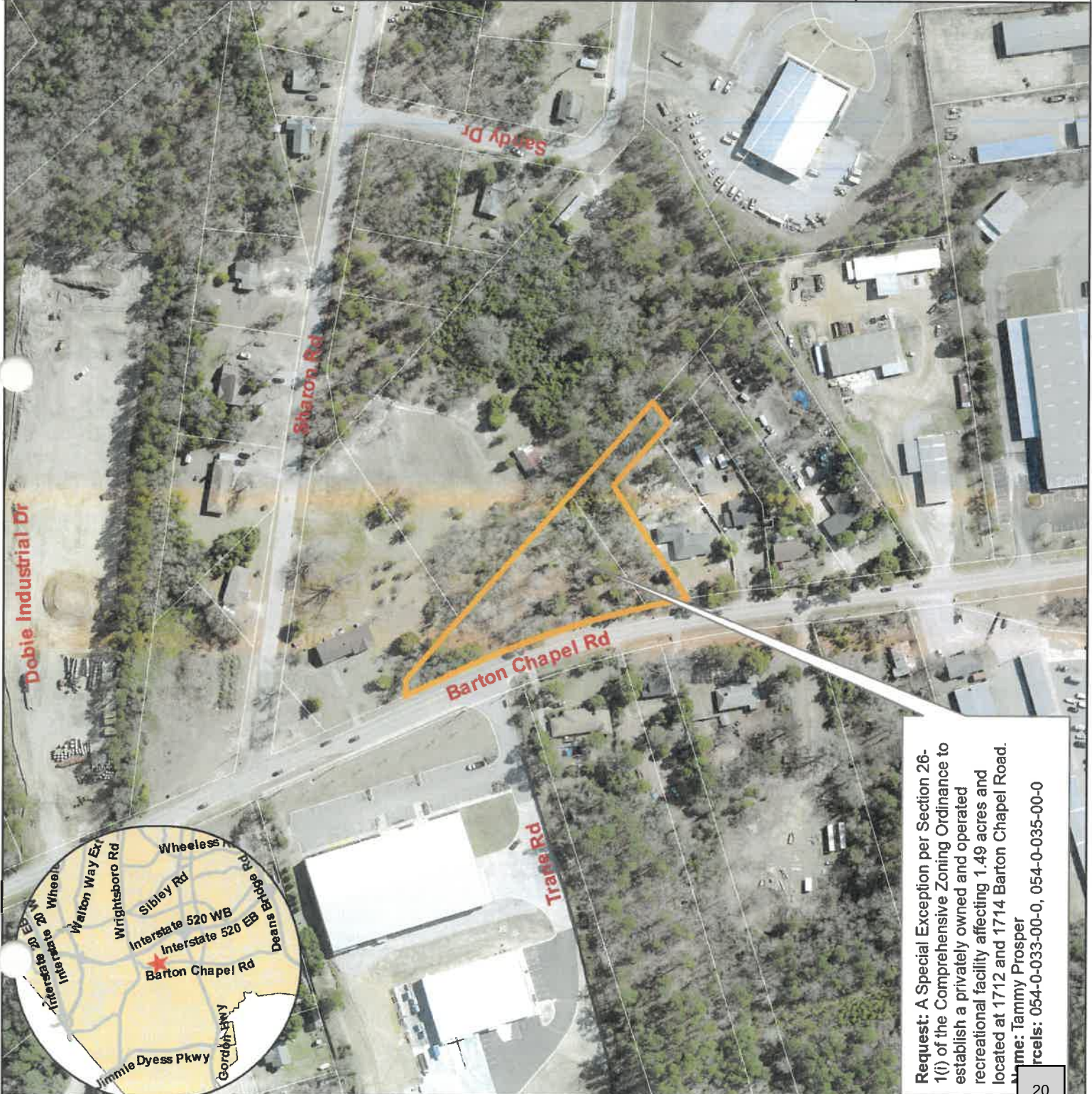
Augusta, GA Daehner

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by the City of Augusta and the Department of Planning and Development. The City of Augusta and the Department of Planning and Development are not responsible for the accuracy or completeness of the information or data contained on this map. It is the responsibility of the user to verify the information and data for accuracy and completeness. The City of Augusta and the Department of Planning and Development do not warrant, represent, or guarantee the accuracy or completeness of the information or data contained on this map. It is the responsibility of the user to verify the information and data for accuracy and completeness. The City of Augusta and the Department of Planning and Development do not warrant, represent, or guarantee the accuracy or completeness of the information or data contained on this map. It is the responsibility of the user to verify the information and data for accuracy and completeness.



0 200 Feet

Item 2.




Request: A Special Exception per Section 26-1(i) of the Comprehensive Zoning Ordinance to establish a privately owned and operated recreational facility affecting 1.49 acres and located at 1712 and 1714 Barton Chapel Road.
Name: Tammy Prosper
Parcels: 054-0-033-00-0, 054-0-035-00-0

Planning Commission
SE-25-02
February 3, 2025

1712 and 1714
Barton Chapel Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-2: General Business

 LI: Light Industry

 R-1B: One Family Residential

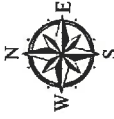
 R-MH: Manufactured Home Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/10/2025 MH18072

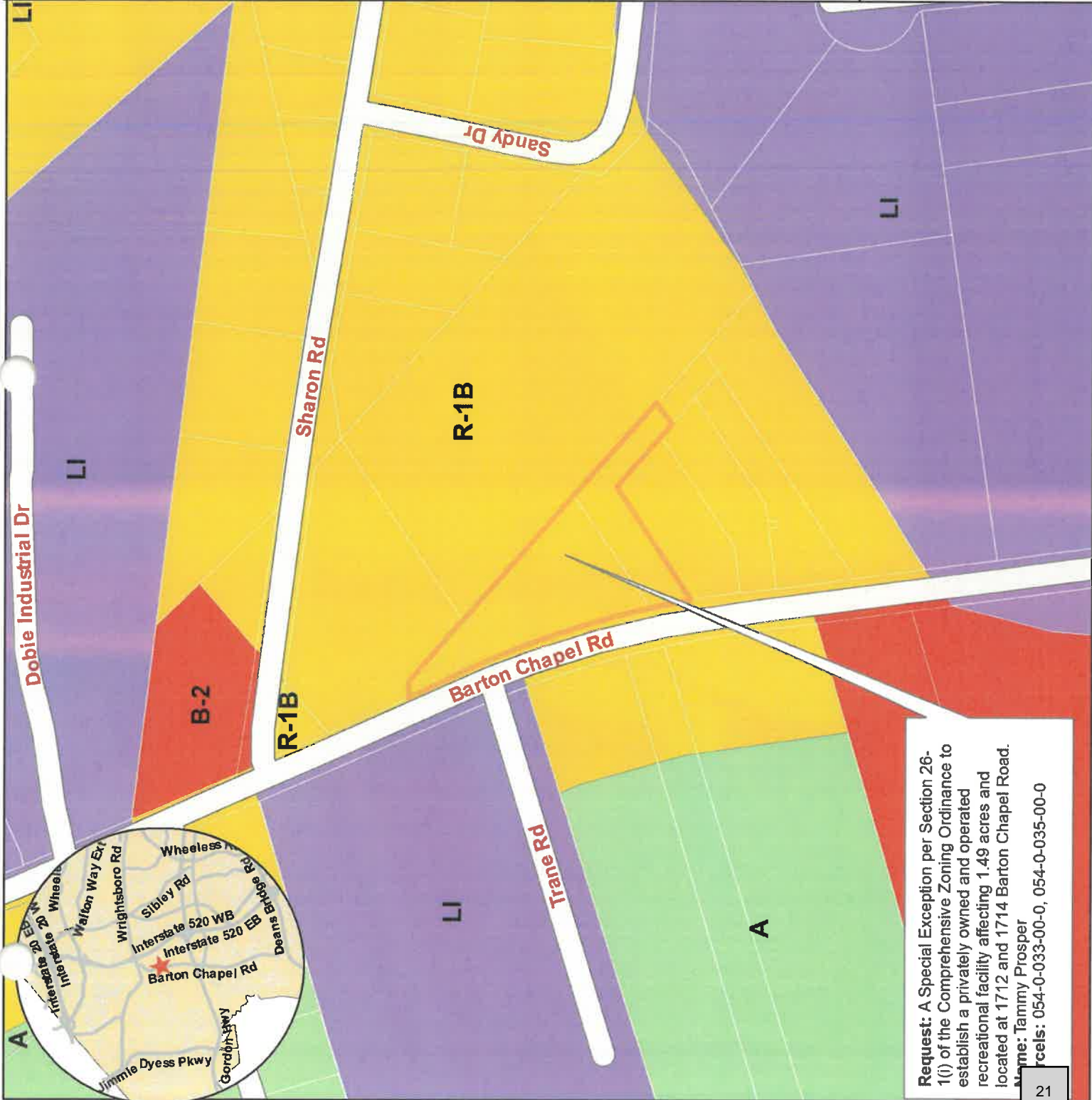
Augusta, GA Disclaimer

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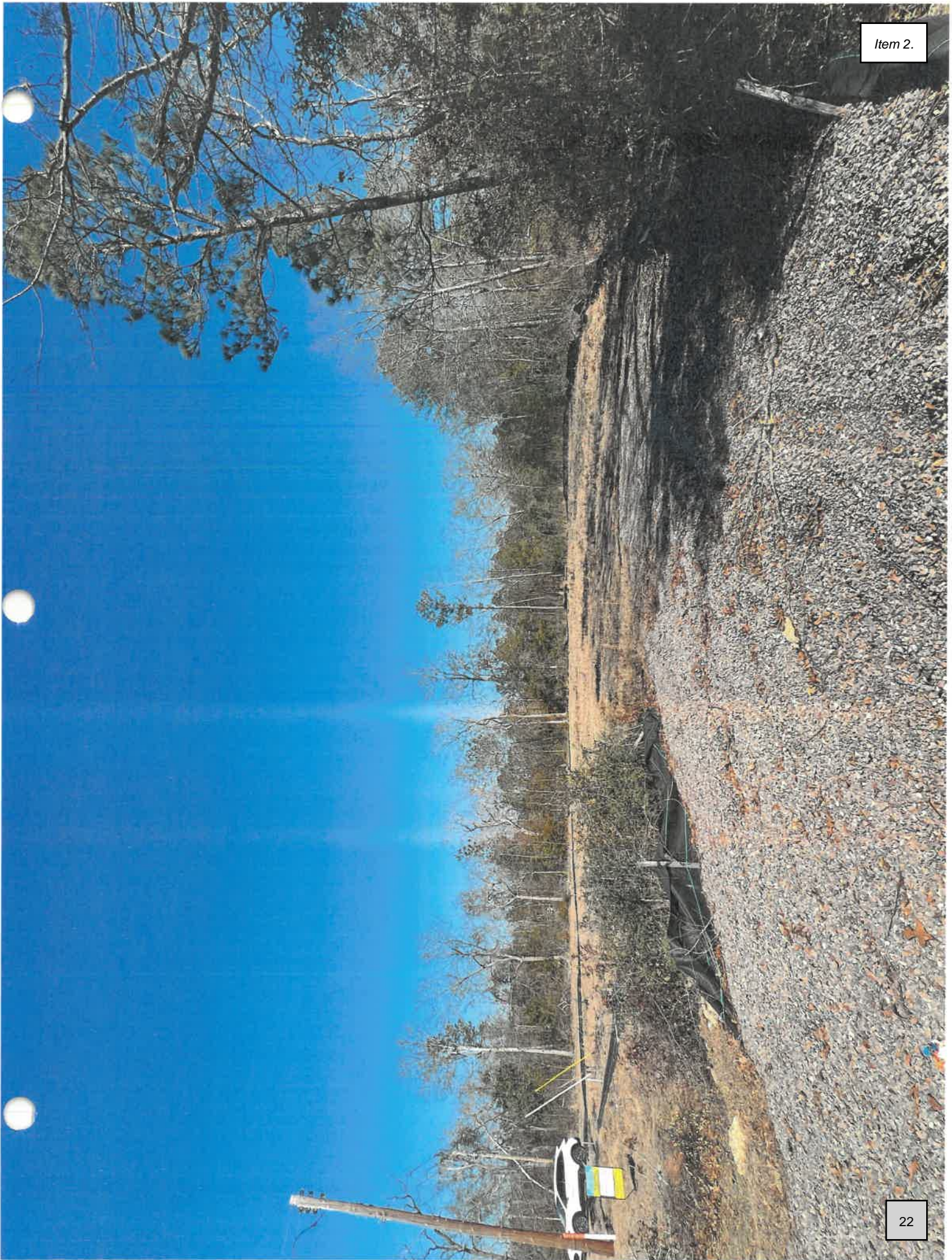


0 200 Feet

Item 2.



Request: A Special Exception per Section 26-1(i) of the Comprehensive Zoning Ordinance to establish a privately owned and operated recreational facility affecting 1.49 acres and located at 1712 and 1714 Barton Chapel Road.
Owner: Tammy Prosper
File: 054-0-033-00-0, 054-0-035-00-0





Commission Meeting

February 18, 2025

Item Name: **SE-25-02**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	SE-25-02 – A petition by Tammy Prosper requesting a special exception per Section 26-1(i) of the Comprehensive Zoning Ordinance to establish a privately owned and operated recreational facility affecting 1.49 acres located at 1712 and 1714 Barton Chapel Road. Tax Map #'s 054-0-033-00-0 & 054-0-035-00-0. Zoned R-1B (One-Family Residential)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. A 10 ft tree buffer around the sides and a 20 ft tree buffer around the rear of the property must be installed. 2. A 10 ft street yard must be installed along Barton Chapel Road. 3. The Installation of a 6 ft wooden privacy fence to enclose the rear and side portions of the property that is adjacent to residential use is required. 4. Any proposed lighting fixtures must be directed downward and not toward buildings. 5. Must comply with all related aspects of the Augusta Tree Ordinance. 6. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development. 8. Installation of sidewalks along the entire frontage of the property that abuts Barton Chapel Road is required
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee

Meeting Date: February 11, 2025

Senior Nutrition Program - Updated Food Vendor Agreement

Department:	Recreation and Parks Department
Presenter:	Tameka Williams
Caption:	Motion to approve the 2024/2025 Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC.
Background:	The Augusta Recreation and Parks Department operates six senior nutrition sites throughout Augusta, Georgia through a partnership with CSRA Regional Commission. The CSRA Regional Commission, as part of the senior nutrition grant has selected the vendor for nutritional services. The vendor, G.A. Food Services of Pinellas County, LLC, has submitted an updated food services agreement for fiscal year 2024/2025.
Analysis:	The meal cost is fully reimbursed by the CSRA Regional Commission.
Financial Impact:	All expenditures are reimbursed, therefore there is no financial impact.
Alternatives:	<ol style="list-style-type: none"> 1. To approve the 2024/2025 Food Services Agreement. 2. To not approve the amendment, which may have a negative impact on the execution of the senior nutrition program.
Recommendation:	1. To approve the 2024/2025 Food Services Agreement.
Funds are available in the following accounts:	Funds are available in the following accounts: 220-05-4322
<u>REVIEWED AND APPROVED BY:</u>	N/A

FOOD SERVICES AGREEMENT

THIS FOOD SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) effective October 1, 2024, is entered into by and between **G.A. Food Services of Pinellas County LLC** located at 12200 32nd Court N, St. Petersburg, FL 33716 (hereinafter referred to as “CONTRACTOR”) and the **Augusta-Richmond County** located at located at 2027 Lumpkin Road, Augusta, GA 30916 (hereinafter referred to as the “COUNTY”). Individually referred to as the “Party” and collectively referred to as the “Parties”

WHEREAS, the Central Savannah River Area Regional Commission Area Agency on Aging (hereinafter referred to as “CSRA”) has deemed the CONTRACTOR a qualified food vendor for the counties within its service area, and

WHEREAS, the COUNTY is a participant in the CSRA nutrition service program, and

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render certain meal services under the provisions of the Older Americans Act of 1965, as amended.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- I. **Engagement.** The COUNTY agrees to grant the CONTRACTOR the exclusive right to provide meals to CSRA’s senior nutrition program participants during the Term of the Agreement.
- II. **Compensation.** The CONTRACTOR shall be compensated for the work and services to be performed under this contract as set forth in Attachment A.
- III. **Scope of Services.** The CONTRACTOR shall perform and carry out in a satisfactory and proper manner, the work and service described in Attachment B, which is attached hereto and made a part of hereof.
- IV. **Term.** The effective date of this contract is October 1, 2024 through September 30, 2025. The COUNTY has the option to renew for an additional three (3) one-year renewals. For each renewal the CONTRACTOR reserves the right to adjust the rates based upon 5.5% Consumer Price Index (CPI) calculated year over year.
- V. **Terminations.**
 - A. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR has violated any of the covenants, agreements, representations, or stipulations of this Contract, COUNTY shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, which may be immediate.
 - B. Either Party may terminate this Contract without cause at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least ninety

(90) days before the effective date of such termination.

- C. Upon termination, the CONTRACTOR shall submit the final contract expenditure report not later than forty-five days after the effective date of termination.

VI. Indemnification.

- A. The CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the CONTRACTOR, its agents or employees including without limitation, any claim alleging personal injury or property damage arising out of the transportation of meals or other food to the various sites and any claim alleging personal injury, sickness, or disease arising out of the storage, preparation, delivery or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the COUNTY without any negligence or fault on the part of the CONTRACTOR.
- B. The COUNTY shall indemnify, hold harmless, and defend CONTRACTOR against all loss, cost, expense, and reasonable attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the COUNTY, its agents or employees including without limitation, any claim alleging personal injury, sickness, or disease arising out of the storage, serving, or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the CONTRACTOR without any negligence or fault on the part of the COUNTY.

- VII. **Miscellaneous.** All Proprietary Items are confidential to and are and will remain the sole and exclusive property of the CONTRACTOR. Proprietary Items shall be those items prohibited from disclosure by counties under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). In the event the COUNTY receives, obtains access, or otherwise is exposed to any Proprietary Items, the COUNTY will and shall cause its officers, employees, and agents to, (a.) hold the Proprietary Items in trust and in the strictest confidence, (b.) not produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by the CONTRACTOR, and (c.) otherwise protect the Proprietary Items from disclosure. Upon request by the CONTRACTOR and/or termination of this Agreement, the COUNTY shall return all property belonging to the CONTRACTOR, including without limitation, all tangible materials (originals or copies) containing or embodying Proprietary Items then in its custody, control, or possession. Notwithstanding anything above, CONTRACTOR and COUNTY shall comply with all applicable provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.).

- VIII. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, COUNTY shall not enter into a contract for the physical performance of services unless CONTRACTOR shall provide evidence on COUNTY-provided forms, attached hereto as Attachments “F” and “G” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and CONTRACTOR’s subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the

contract period. CONTRACTOR hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Attachment "F", and submitted such affidavit to COUNTY. Further, CONTRACTOR hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

- IX. **Civil Rights Affirmative Action Compliance.** The CONTRACTOR shall be an Equal Opportunity Employer and conform to the provisions of the Civil Rights Act of 1964. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, CONTRACTOR agrees that, during performance of this agreement, CONTRACTOR, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, CONTRACTOR agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this agreement.
- X. **Applicable Laws and Regulations.** The CONTRACTOR shall perform its duties in accordance with the provisions of the Older Americans Act of 1965, as amended, and all rules, regulations, standards, and directives issued there under, the Georgia Division of Aging Services Policies and Procedures, and the Area Agency on Aging Policies and Procedures Manual. The CONTRACTOR shall comply with all other applicable federal, state, and local laws, rules and regulations which deal with or relate to the operations of programs under this Contract. The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated rules and regulations of the United States Department of Labor are applicable to this compliance. The CONTRACTOR agrees to fully reimburse COUNTY for any loss of funds or resources resulting from noncompliance by the CONTRACTOR.
- XI. **Records.** The CONTRACTOR shall maintain all books, documents, papers, and other records relating to the work performed under this Contract for a period of six (6) years from the date of the submission of the final invoice or expenditure report. If any litigation, claim, or audit is begun before the expiration of the six -year retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.
- XII. **Entire Agreement.** This Contract incorporates all prior proposals, negotiations, interpretations, and understandings between the parties and is the full and complete expression of the Contract.
- XIII. **Amendments.** Any change, alteration, deletion, or addition to the terms set forth in this Contract must be in the form of a written amendment signed by both parties, unless otherwise specified herein.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

AUGUSTA-RICHMOND COUNTY (COUNTY) GA FOOD SERVICES (CONTRACTOR)

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: Debra Silvers

Name: Debra Silvers

Title: Chief Compliance Officer & GC

Date: 08/06/2024

ATTACHMENT A**PRICING**

1. The purchase price for all regular meals ordered by COUNTY under this Contract shall be computed as follows:

October 1, 2024 - September 30, 2025

Meal Type	Price per Meal
Frozen TMS, or shelf-stable Delivered to Center/site	\$6.48
Hot Meal Price (Bulk or pre-plate)	\$6.48
Frozen TMS or shelf-stable Delivered to Home	\$8.01

ATTACHMENT B SCOPE OF SERVICES

I. Products and Services to be delivered

- A. The CONTRACTOR shall provide meals in a satisfactory manner to the COUNTY under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations.
- B. The CONTRACTOR should conform to current food bid and food service specifications of the Division of Aging Services of the Georgia Division of Aging Services, the Georgia Department of Medical Assistance, and CSRA.
- C. The CONTRACTOR warrants that the meals prepared by CONTRACTOR under this Contract will be wholesome, suitable for human consumption, and will satisfy the nutrition requirements of existing regulations pursuant to Public Law 95-478 and Public Law 93-647.
- D. The CONTRACTOR shall procure and keep in effect, all necessary licenses, permits, and food handlers' cards, as required by law and shall post such licenses, permits, and cards in a prominent place within meal preparation areas, as required. The CONTRACTOR's premises shall be available for inspection by Department of Human Services, COUNTY, and/or local officials.

II. Invoicing and Payments

- A. COUNTY will provide the CONTRACTOR with its tax exemption certificate and number in order to waive state sales tax.
- B. The CONTRACTOR shall invoice the COUNTIES with a copy to CSRA by the third (3th) day of each week for the meals delivered by the CONTRACTOR during the preceding week. Invoices shall be on the CONTRACTOR's standard form. Additionally, the CONTRACTOR will submit a monthly statement to COUNTIES and CSRA by the third (3rd) day of the month.
- C. The COUNTIES shall pay the monthly statement within thirty (30) days from monthly statement date to the CONTRACTOR. Payment shall be remitted to:

GA Food Service of Pinellas County
ATTN: Accounts Receivable
12200 32nd Court N,
St Petersburg, FL 33716

III. Type, Nutritional Content, and Number of Meals Required by Site

- A. Federal and state regulations require that each meal served meet the Dietary guidelines for Americans published by the Secretary of Agriculture and provides 33 1/3 % of the current Dietary Reference Intakes for adults (DRI) and that all meals served comply with all federal, state and local health ordinances and nutrition program standards for food handling, processing, temperatures and food safety.
- B. Meals will be served five (5) days per week, Monday - Friday, excluding the following holidays, unless otherwise negotiated by the site:
 - 1. New Year's Day and one additional Day

2. Martin Luther King Day
 3. Good Friday
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Veterans Day
 9. Thanksgiving Day and the Day after Thanksgiving
 10. Christmas Day and one additional day immediately before or after Christmas
 11. Juneteenth – Richmond County
- C. Shelf-stable and/or frozen meals on the holidays specified above may be provided with mutual consent between the vendor and the local sites.
 - D. Food must be attractive, palatable, and appealing to the older person to assume maximum individual consumption.
 - E. In purchasing, storing and preparing, delivering, and serving meals, the food vendor and nutrition services provider must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety.
 - F. All raw food used in the preparation of meals shall be of unquestionable high quality. The following minimum standards will be met:
 - i. Canned fruits and vegetables USDA Grade A Fancy or better. Fruits must be packed in natural juice not light or heavy syrup.
 - ii. Milk must be lowfat/fat free and in a variety of flavors including chocolate and white.
 - iii. Lowfat/fat free flavored yogurt or Lactaid milk daily as alternative for above milk/.
 - iv. Fresh fruits and vegetables - #1 quality.
 - v. Poultry - USDA Grade A or better.
 - vi. Beef - USDA choice or better.
 - vii. Pork- USDA #1 or better.
 - viii. Eggs and dairy products - USDA Grade A or better.
 - ix. Salt - iodized.

IV. **Menu Plan**

- A. The CONTRACTOR shall provide menus on a four (4) week cycle with all menus planned by a registered Dietician or a qualified nutritionist.
- B. The CONTRACTOR shall submit all proposed menus to the COUNTY at least six (6) weeks prior to planned implementation to allow adequate time for review by the site councils and state nutritionist.
- C. Two (2) menus for picnic lunches shall be submitted. Picnic lunches must meet the same 1/3 RDA allowances and temperature requirements and require prior approval by the AAA nutrition services provider.
- D. Non-scheduled substitutions shall be permitted so long as a reasonable substitution is

provided.

V. Disposable Supplies

The **CONTRACTOR** shall, provide as per **Attachment C – CSRA Supply Order Form**.

VI. Procedures for Ordering Meals

The **COUNTY** shall notify the **CONTRACTOR** of its meal orders by completing the CSRA Order Form found under **Attachment D – CSRA ORDER Form**. The CSRA Order Form must be submitted via email to the **CONTRACTOR** on Thursdays one (1) week in advance. The **COUNTY** must have a minimum of fifteen (15) participants daily for meals to be delivered to **COUNTY** centers/sites.

VII. Delivery of Meals

- A. The **CONTRACTOR** shall follow an established delivery schedule for each of the sites served. Any changes in the established delivery schedule due to individual site closure, vehicle breakdown, or acts of nature, will be communicated to the **COUNTY**, CSRA and to the individual site managers.
- B. The **CONTRACTOR** shall use insulated containers for hot and cold food transportation of meals to the **COUNTY** and maintain the required food temperatures.
- C. Vehicles used in delivery of meals shall be enclosed and shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Georgia Department of Human Services and the Georgia Division of Aging Services.
- D. Upon delivery of the meals to each nutrition site, the **CONTRACTOR's** driver and an authorized **COUNTY** representative shall sign a receipt evidencing the time of the receipt of food as well as the temperatures. If a digital receipt is utilized, a copy will be emailed to each site by the end of the day. The receipt should indicate the time that the meals left the cooking site and must be signed by the supervisor at the cooking site.
- E. The **CONTRACTOR** shall provide space on the receipt form, or on a separate form supplied by the **CONTRACTOR**, for reporting shortages, un-authorized substitutions, complaints, comments and supply requests.

VIII. Contingency Plans. A procedure for emergencies, including weather related emergencies, vehicular breakdown, food delivered outside of specified temperature standards, and food contamination or spoilage, must be developed by the **CONTRACTOR** in consultation with **COUNTY**. The **COUNTY** will notify the **CONTRACTOR** of weather-related closures by mid-night of the day before the closure.

IX. Reports. The **CONTRACTOR** agrees to provide to **COUNTY** such financial and programmatic reports in such form and frequency as **COUNTY** may require in order to meet **COUNTY's** requirements for reporting to the funding agencies.

X. Review and Coordination. To ensure adequate assessment of the **CONTRACTOR's** program and proper coordination among interested parties, **COUNTY** shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The **CONTRACTOR** may be required to meet with designated representatives of **COUNTY** and the funding agencies from time

to time to review the work and services performed. Reasonable notice of such review meetings shall be given to the CONTRACTOR by COUNTY and CSRA.

XI. Inspections. Authorized representatives of COUNTY, the funding agencies, or the Comptroller General of the United States shall have the right to review performance and inspect or copy any and all records, books, papers, and documents which relate to this Contract at any time during its performance or thereafter until the end of the record retention period as defined in Section IX of the Food Services Agreement. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained. In making inspections, COUNTY shall make every effort to coordinate with the CONTRACTOR so as to minimize disruption of ongoing activities. Approval and acceptance of such material shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any errors found in the work. The CONTRACTOR shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

XII. Replacement Meals.

A. In the event that the CONTRACTOR fails to deliver any part or all of a meal(s), fails to deliver the meals within the specified times and within required temperature ranges, and/or if the food is found to be spoiled or damaged upon delivery, the COUNTY may procure a replacement meal or meals, elsewhere, and charge to the CONTRACTOR.

B. The COUNTY will charge the costs to the CONTRACTOR to acquire the replacement meals up to but not exceeding the actual cost of the meal contracted price. (See Attachment A)

C. The Contractor will charge the center/site the agreed upon price for the quantity of meals that were delivered plus the quantity that were not delivered but were replaced by the center/site as described above.

D. In the event the center/site is unable to procure any replacement meals, and/or other food or supply item(s), the center/site will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entree- 50%
- Vegetable – 20%
- Milk – 10%
- Dessert – 10%
- Bread – 5%
- Disposables/Condiments – 5%

ATTACHMENT C

CSRA- Supply Order Form

Effective: 10/01/2024 to 09/30/2025

See Next Page



Central Savannah Regional Agency Supply Sheet

Supply Item Pricing Effective: 10/1/2024-9/30/2025

Item Number	Description	Unit of Measure	Price	Quantity
RM000158	Coffee Regular 128/cs (D114D)	Case	\$0.00	
RM000163	Coffee Decaf 128/cs (D115D)	Case	\$0.00	
RM002811	Tea Bag, Hot Caffeinated Lipton 10/100EA	Case	\$0.00	
RM000073	PC Sugar 200/bg 2000/cs (F320)	Case	\$0.00	
RM000074	PC Sugar Substitute 2000/cs (F320A)	Case	\$0.00	
RM000636	Creamer Packets 1000/cs (F120)	Case	\$0.00	
SUP000853	Chlorine Test Strips 100/Vial (Pack)	Pack	\$0.00	
SUP000603	Stirrers Coffee 1000/box 10box/cs (K730)	Box	\$4.40	
SUP000202	Cutlery 4-in-1 Hvy Wt 250/cs (K435A)	Case	\$4.41	
SUP000604	Straws Plastic 500/box 24box/cs (K740)	Box	\$4.68	
SUP000103	Bleach 6gal/cs (L010)	Gallon	\$5.00	
SUP000536	Aprons Plastic 10 boxes of 100ea/1000cs	Box	\$6.76	
SUP000876	Gloves Vinyl Large PF 100/BX 10BX/CS	Box	\$9.07	
RM001357	PC Hot Sauce 200/cs (F321)	Case	\$17.47	
SUP000004	Bag Paper 10# 500/bnd (K030)	Bundle	\$24.25	
SUP000025	Bag Sandwich 6.5x7.5 (2m/cs) (K090)	Case	\$26.68	
SUP000546	Hairnets Bouffant 10/100 - 1000cs - White	Pack	\$29.86	
SUP000178	Cup 6oz Foam P672	Case	\$31.19	
SUP000178	Cup 6oz Foam P672	Case	\$31.19	
SUP000317	Lid 6oz Cup P671	Case	\$33.93	
SUP000317	Lid 6oz Cup P671	Case	\$33.93	
SUP000509	Tray 5 Comp White Foam (K860)	Case	\$34.98	
SUP000175	Cup 8oz Foam (K200)	Case	\$36.02	
SUP000601	Placemats Paper (K690)	Case	\$36.14	
SUP000171	Cup 12oz Drink Foam 12J12 1M (K180)	Case	\$40.58	
SUP001012	Napkins 2-Ply 15x16 TORK 3000/ea	Case	\$49.30	
SUP000032	Bowl 8oz Foam (8b20) 1m/cs (K140)	Case	\$62.40	
SUP000031	Bowl 12oz (th10012/82100)1m/cs (K100)	Case	\$82.58	
SUP000881	Tray 3 Comp Alum Tray with Board Lid 250/cs	Case	\$121.99	

ATTACHMENT D

Order Form

See Next Page



CSRA Order Form



SITE NAME:

DATE

Please email orders to :
KTOWNES@GAFOODS.COM
CC: LFORREST@GAFOODS.COM
CC: SCORNISH@GAFOODS.COM
CC: AYOUNG@GAFOODS.COM

Order Comments

Monday				Tuesday				Wednesday				Thursday				Friday			
HOT				HOT				HOT				HOT				HOT			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A				Entrée Option A			
Option B				Entrée Option B				Entrée Option B				Entrée Option B				Entrée Option B			
Pre-plate				Pre-plate				Pre-plate				Pre-plate				Pre-plate			
Picnic				Picnic				Picnic				Picnic				Picnic			
SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE				SHELF STABLE			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
Single				Single				Single				Single				Single			
2-Day				2-Day				2-Day				2-Day				2-Day			
5-Day				5-Day				5-Day				5-Day				5-Day			
7-Day				7-Day				7-Day				7-Day				7-Day			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)				FROZEN (TMS)			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS				2-Day TMS			
5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS				5-Day TMS			
7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS				7-Day TMS			
7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast				7-Day Breakfast			
MILK				MILK				MILK				MILK				MILK			
	C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY		C1	C2	P-PAY
1%				1%				1%				1%				1%			
Chocolate				Chocolate				Chocolate				Chocolate				Chocolate			
Yogurt				Yogurt				Yogurt				Yogurt				Yogurt			
Contacts				Contacts				Contacts				Contacts				Contacts			
	Name				Phone				Email										
Director	Sharon Cornish				678-712-4597				SCORNISH@GAFOODS.COM										
Office C	Katrina Townes				770-787-3506 ext 1201				Katrina Townes <ktownes@gafoods.com>										
Kitchen	Leslie Forrest				770-787-3506 ext 1202				Leslie Forrest <lforrest@gafoods.com>										
Customer	Angelique Young				770-787-3506 ext 1205				AYOUNG@GAFOODS.COM										



Public Services Committee Meeting

Meeting Date: 11 February 2025

Daniel Field Airport Disadvantaged Business Enterprise (DBE) Amended Plan

Department:	Daniel Field Airport
Presenter:	Becky Shealy
Caption:	Motion to approve the Daniel Field Airport DBE Amended Plan and approval of Mayor Johnson signing the DBE Amended Plan
Background:	<p>The USDOT issued an Updated Final Rule in April of 2024 required recipients of USDOT funding to amend their DBE plans to include the following relevant to Daniel Field Airport:</p> <ul style="list-style-type: none"> • new specified bidding procedures and processes • more transparent advertisement process to attract more DBE firms to projects • additional forms to be included in bid documents • new participation percentages for DBE materials suppliers • new payment tracking and reporting for DBE subcontractors <p>Most of these requirements Procurement, Compliance, and/or Daniel Field Airport already include as part of the advertisement and bidding processes. We will begin integrating new forms and new payment tracking into our processes and standard bid documents.</p>
Analysis:	Daniel Field Airport's DBE Plan has been updated with oversight and approval by the Compliance Department. We will continue to coordinate closely with Compliance staff on future advertisements and bids to ensure conformance to New Rule.
Financial Impact:	The amended DBE Plan cost was \$3,413.61 and funded by The Daniel Field Airport Enterprise Fund 552-08-1101/ 52-23110 and expected to be reimbursed by GDOT Aviation Programs at 90% in a future grant.
Alternatives:	There are no alternatives. This is a federal requirement of Augusta, Georgia as Daniel Field Airport's sponsor.
Recommendation:	The Daniel Field General Aviation Commission (DNL GAC) recommends approval of the amended DBE Plan.
Funds are available in the following accounts:	<p>The funding for this project was already completed.</p> <p>\$3,413.61 – Account 552-08-1101 / 52-23110 PO#24DFA263</p>

REVIEWED AND
APPROVED BY:

Becky Shealy – Airport Manager

Item 4.

**DBE PROGRAM
DANIEL FIELD AIRPORT
AUGUSTA, GEORGIA
POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statement

Augusta, Georgia, (Sponsor) owner of Daniel Field Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Augusta, Georgia has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Augusta, Georgia has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of Augusta, Georgia to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also Augusta, Georgia policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Phyllis Johnson, Augusta Georgia Compliance Director, Daniel Field Airport has been delegated as the DBE Liaison Officer. In that capacity, Phyllis Johnson is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Augusta, Georgia in its financial assistance agreements with the Department of Transportation.

Augusta, Georgia has disseminated this policy statement to the governing board or officials of Recipient and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on Augusta, Georgia DOT-assisted contracts. It will be distributed to DBE and non-DBE communities that perform work for Augusta, Georgia on DOT-assisted contracts by website postings of the public notice.

Honorable Garnett L. Johnson
Mayor
Augusta, Georgia

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

Augusta, Georgia is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

Augusta, Georgia will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7 Non-discrimination Requirements

Augusta, Georgia will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Augusta, Georgia will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to DOT

Augusta, Georgia will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

Augusta, Georgia will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Part 26. Augusta, Georgia will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA’s designated reporting system.

Bidders List

Augusta, Georgia will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you

set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Augusta, Georgia will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

Augusta, Georgia will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Augusta, Georgia will enter this data into the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Augusta, Georgia will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

Augusta, Georgia will maintain records documenting a firm's compliance with the requirements of this part. These records will be retained in accordance with all applicable record retention requirements of Augusta, Georgia's financial assistance agreement. Other certification or compliance-related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances Recipients and Contractors Must Make

Augusta, Georgia has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement Augusta, Georgia signs with a DOT operating administration (or a primary recipient) will include the following assurance:

"Augusta, Georgia shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Augusta, Georgia shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and

administration of DOT-assisted contracts. The Augusta, Georgia's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Augusta, Georgia of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)”

Contract Assurance: Augusta, Georgia will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.”

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Augusta, Georgia is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

Augusta, Georgia is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Augusta, Georgia is in compliance with it and Part 26. Augusta, Georgia will continue to carry out this program until all funds from DOT financial assistance have been expended. Augusta, Georgia does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Augusta, Georgia:

Phyllis Johnson, Compliance Director
 Augusta, Georgia Compliance Department
 535 Telfair Street, Suite 530
 Augusta, GA 30901
 706-826-4789
p.johnson@augustaga.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Augusta, Georgia complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Mayor concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of **two** to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes Augusta, Georgia's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of Augusta, Georgia to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Based on our search and the listings in the Federal Reserve Register of Minority Owned Banks. <https://www.fdic.gov/regulations/resources/minority/mdi.html>. Georgia has eight minority owned banks. These banks may be accessed by following the above referenced website. Augusta, Georgia will investigate annually any new banks established in the area in the future that are owned by minorities and women and use their services, when feasible.

TOUCHMARK NATIONAL BANK	ALPHARETTA	GA	01/28/2008	58687	N	OCC	A	3	505,706
CITIZENS TRUST BANK	ATLANTA	GA	06/18/1921	8033	SM	FED	B	1	734,795
FIRST IC BANK	DORAVILLE	GA	01/31/2000	34998	NM	FDIC	A	3	1,147,529
METRO CITY BANK	DORAVILLE	GA	04/04/2006	58181	NM	FDIC	A	3	3,615,824
PROMISEONE BANK	DULUTH	GA	11/06/2008	58657	NM	FDIC	A	3	723,214
LOYAL TRUST BANK	JOHNS CREEK	GA	11/18/2019	59182	NM	FDIC	A	8	200,199
EMBASSY NATIONAL BANK	LAWRENCEVILLE	GA	03/05/2007	58413	N	OCC	A	3	156,759
CARVER STATE BANK	SAVANNAH	GA	01/01/1927	16584	NM	FDIC	B	1	81,957

Section 26.29 Prompt Payment Mechanisms

Augusta, Georgia requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, Augusta, Georgia established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 10 days from the prime contractor's receipt of each payment from Augusta, Georgia. Georgia State Law is as follows:

Title 13 – Contracts

Chapter 11 - Prompt Payment

§ 13-11-4. Time Limits for Payments to Contractors and Subcontractors

- a. When a contractor has performed in accordance with the provisions of a contract, the owner shall pay the contractor within 15 days of receipt by the owner or the owner's representative of any payment request based upon work completed or service provided under the contract.
- b. When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, the contractor shall pay to that subcontractor and each subcontractor shall pay to its subcontractor, within ten days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work as the contractor in his or her reasonable discretion may require, including but not limited to a payment and performance bond.

Augusta, Georgia ensures prompt and full payment of retainage from the prime contractor to the subcontractor within ten days (10) after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Augusta, Georgia has selected the following method to comply with this requirement:

- Augusta, Georgia will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to

the subcontractor for satisfactory completion of the accepted work within 10 days after Augusta, Georgia payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, Augusta, Georgia includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. If state or local prompt payment laws provide for payment in less than 30 days, any reference to “30 days” will be revised accordingly. To implement this measure, Augusta, Georgia includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract.

a. From the total amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner’s interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 10 days after the subcontractor’s work is satisfactorily completed. A subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner’s discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

Augusta, Georgia clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor’s failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Augusta, Georgia undertakes proactive monitoring and oversight of prime contractors’ compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- **Monitoring of pay requests and payment to subcontractors.**

Augusta, Georgia requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for Augusta, Georgia's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Augusta, Georgia or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- Augusta, Georgia proactively reviews contract payments from prime contractors to subcontractors including DBEs every draw/pay request. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Augusta, Georgia by the prime contractor.

Prompt Payment Dispute Resolution

Augusta, Georgia will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

1) Written certification that Augusta, Georgia has reviewed contracting records and monitored work sites for this purpose. 2) Upon either party's written request to the DBELO for dispute resolution, a meeting will be voluntarily set within ten days of the request. The meeting shall include representatives with authority to take enforcement action, to include but not limited to prime contractor, sub-contractor and the City representative(s).

Augusta, Georgia has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage.

- (1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Augusta, Georgia will include the following clause in each DOT-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Augusta, Georgia. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

- A. Refusal to issue proposals
- B. Damages

- C. Suspension of work on the project
- D. No additional progressive payments may be processed
- E. Suspension of prequalification.”

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

If affected subcontractor's relationship with contracting prime responsible for direct payment does not exist in order to resolve payment discrepancies with prime, the subcontractor should contact DBELO to initiate complaint. If filing a prompt payment complaint with the DBELO does not produce a timely resolution, the subcontractor may contact the Mayor of Augusta, Georgia, then the FAA.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Augusta, Georgia provides appropriate means to enforce the requirements of § 26.29. These means include:

The Sponsor will include the following clause in each DOT-assisted prime contract: “The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBEs and non-DBE subcontractors.” The Sponsor will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provision, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment

actually made to DBE firms), including a means of comparing these attainments to commitments. The mechanism will include a written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by requiring DBE utilization updates at each pay request and at final contract closeout. The Airport Engineer along with the DBELO will review all pay requests and DBE utilization forms, ensuring that DBE utilization is in accordance with all contract requirements.

4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Augusta, Georgia will actively implement the enforcement actions detailed above.

Section 26.31 Directory of Certified Firms

Augusta, Georgia is a non-certifying member of the Georgia Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
 1. Physical location
 2. NAICS code(s)
 3. Work descriptions
 4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Augusta, Georgia has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Augusta, Georgia has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26. The DBELO will reevaluate the need for such a program every three years.

Section 26.37 Monitoring Responsibilities

Augusta, Georgia implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants and describes and sets forth these mechanisms in this DBE program.

Augusta, Georgia actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained in separate EXCEL documents by Augusta, Georgia reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO/ Augusta, Georgia's engineer. This mechanism to maintain a running tally of overall goal attainment will be used to inform Augusta, Georgia's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

Augusta, Georgia actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained in separate EXCEL documents by: Contracting records are reviewed by the DBELO/Augusta, Georgia's engineer. Augusta, Georgia will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

Augusta, Georgia reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by the DBELO and engineering firm. Contracting records are reviewed by the DBELO and engineering firm. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic

documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and any other supporting documents necessary to determine the business is performing a commercially useful function. Augusta, Georgia will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39 Fostering Small Business Participation

Augusta, Georgia has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. Augusta, Georgia that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Augusta, Georgia does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Augusta, Georgia will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Augusta, Georgia will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by the FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Augusta, Georgia does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Augusta, Georgia will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Augusta, Georgia will use [Oracle BI Interactive Dashboards - UCP Directory \(ga.gov\)](https://data.census.gov/tables//table/ga0000001) and [https://data.census.gov/table](https://data.census.gov/tables//table/ga0000001) as a method to determine the base figure. Augusta, Georgia understands that the exclusive use of a list of prequalified contractors or

plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Augusta, Georgia will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in Augusta, Georgia’s market.

In establishing the overall goal, Augusta, Georgia will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by Augusta, Georgia to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before Augusta, Georgia is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Augusta, Georgia engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Augusta, Georgia will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on FAA’s official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA the revised goal will be posted on FAA’s official internet web site.

The Overall Three-Year DBE Goal submission to the FAA will include any information and comments received, who provided the comment, and how Augusta, Georgia considered and responded to any comments and information received before finalizing the goal.

Augusta, Georgia will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA have been received.

Project Goals

If permitted or required by the FAA an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed

circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Augusta, Georgia understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by Augusta, Georgia for calculating goals is inadequate, the FAA may, after consulting with Augusta, Georgia, adjust the overall goal or require that the goal be adjusted by Augusta, Georgia. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

Augusta, Georgia cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Augusta, Georgia fails to administer its DBE program in good faith.

Augusta, Georgia understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Augusta, Georgia understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) Augusta, Georgia will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

Augusta, Georgia will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Augusta, Georgia will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

Augusta, Georgia will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;

- b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by Augusta, Georgia. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor Augusta, Georgia will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Augusta, Georgia will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Augusta, Georgia solicits proposals to design and build a project with minimal project details at time of letting, Augusta, Georgia may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in

which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Augusta, Georgia will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Augusta, Georgia and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Augusta, Georgia will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Augusta, Georgia will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 5 business days of being informed by Augusta, Georgia that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Tameka Allen
City Administrator
Augusta, Georgia Administrator's Office
535 Telfair Street, Suite 910
Augusta, GA 30901
706-821-2400

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

Augusta, Georgia will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that Augusta, Georgia deems appropriate if the prime contractor fails to comply with the requirements of this section.

Augusta, Georgia will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Augusta, Georgia will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless Augusta, Georgia causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Augusta, Georgia will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Augusta, Georgia's written consent as provided in § 26.53(f); and
- (2) Unless Augusta, Georgia's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Augusta, Georgia may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) Augusta, Georgia has determined that the listed DBE subcontractor is not a responsible contractor;

- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Augusta, Georgia written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that Augusta, Georgia determines compels the termination of the DBE subcontractor;

Before transmitting to Augusta, Georgia the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Augusta, Georgia sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising Augusta, Georgia and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why Augusta, Georgia should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Augusta, Georgia may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If Augusta, Georgia requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. Augusta, Georgia shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects only, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small

business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Augusta, Georgia is a non-certifying member of the Georgia Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Georgia UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Georgia UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center
600 W Peachtree St NW
Atlanta, GA 30308
Phone (404) 631-1990
[Georgia Department of Transportation – GDOT \(ga.gov\)](https://www.ga.gov/gdot)

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

SUBPART E – CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full Georgia's UCP agreement. The full UCP agreement can be found at: Attachment 9.

Section 26.81 Unified Certification Programs

Augusta, Georgia is a member of the Georgia Unified Certification Program (GUCP), which is managed by GDOT and MARTA, and Augusta, Georgia is a non-certifying participant. Augusta, Georgia will use and count for DBE credit only those DBE firms certified by GUCP. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.91 Actions Following DOT Certification Appeal Decisions

If Augusta, Georgia is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Augusta, Georgia

Augusta, Georgia understands that if it fails to comply with any requirement of this part, Augusta, Georgia may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Augusta, Georgia understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FAA Programs

- (1) Compliance reviews. The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may

initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Augusta, Georgia, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Augusta, Georgia understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

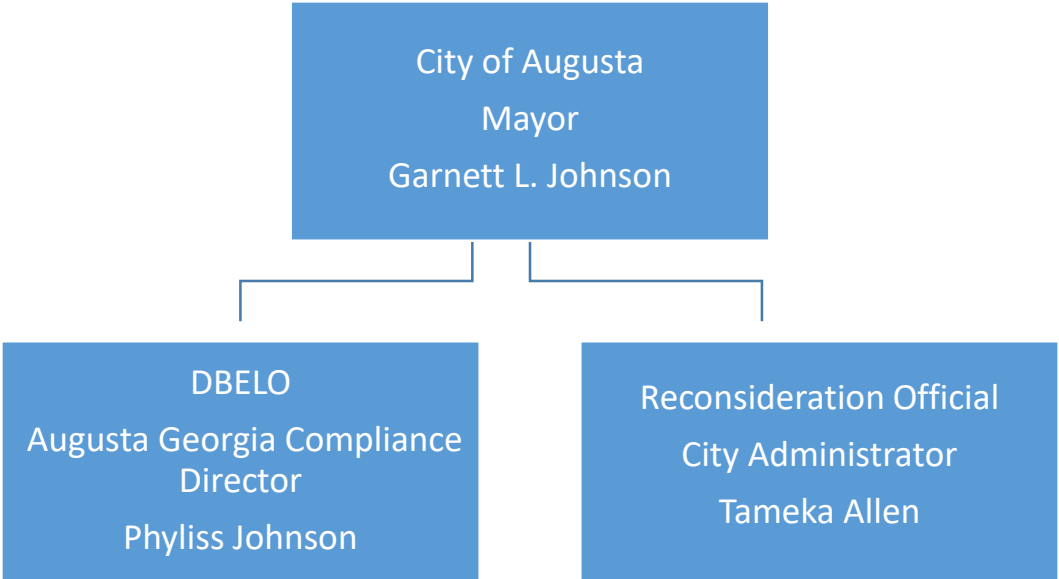
Attachment 1	Regulations: 49 CFR Part 26 website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1-3
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

ATTACHMENT 1

Regulations: 49 CFR Part 26 link to website:

[CFR :: 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs](#)

ATTACHMENT 2
Organizational Chart



ATTACHMENT 3

Bidders List Collection Form

[Note: § 26.11(c) requires Recipients to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT’s designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).

If you use an electronic system to collect this information, you may include a screenshot or other example showing how the system collects all the required data.

If you need to see an example of a bidders list data collection form, you can find one in the AC/DBE Doc Vault at <https://faa.civilrightsconnect.com>. For quick reference, the following are the required items to collect for bidders list reporting:

- Firm name
- Firm Address including ZIP code
- Firm’s status as a DBE or non-DBE
- Race and gender information for the firm’s majority owner
 - Use only the race/ethnicity classifications from 49 CFR part 26:
 - Black American
 - Hispanic American
 - Native American
 - Asian Pacific American
 - Subcontinent Asian American
 - Other
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.]

Firm Name	Street Address	Street Address (Line 2)	City	State	ZIP Code	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race of Majority Owner	Gender of Majority Owner	Age of Firm	Annual Gross Receipts

ATTACHMENT 4

The Georgia DBE web link to DBE directory is

[Oracle BI Interactive Dashboards - UCP Directory \(ga.gov\)](#)

ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

Previously Submitted

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

Forms 1 and 2 should be provided as part of the solicitation documents.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / %*	Manufacturer/Regular Dealer/Distributor/Broker**

*Percentage is to be used only in negotiated procurements

**For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is

\$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

Signature of DBE's Authorized Representative

Date: _____

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

OMB Approval Pending 04/17/2024

U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory? ☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

* If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? ☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)? ☐ YES² ☐ NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

Augusta, Georgia – Daniel Field Airport

1. All participants are hereby notified that pursuant to Title 49 Code of Federal Regulations, United States Department of Transportation, Part 26 and the Disadvantaged Business Enterprise Participation Program for Augusta, Georgia, they must affirmatively ensure that, in any contract entered into with the Augusta, Georgia, DBEs will be afforded equal opportunity to participate in subcontracting activities. It is the policy of the Augusta, Georgia to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is further the policy of the Augusta, Georgia to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.
2. All contracts between the Augusta, Georgia, and a Contractor shall contain an appropriate provision to the effect that failure by the Contractor to comply with the Augusta, Georgia's DBE Program shall constitute a breach of contract, exposing the Contractor to a potential termination of the contract or other appropriate remedy, including withholding of funds, until such time as the contractor complies with all the DBE requirements of this program. Under authority granted by Georgia law, the Augusta, Georgia may impose liquidated damages, contract suspension, or even contract termination.
3. All documentation submitted at time of bid, as well as additional data provided by the successful bidder, is considered part of the contract documents. Any alterations, substitutions, deletions, etc., to data provided at time of submission of bid must have prior approval of the Augusta, Georgia's DBE Liaison Officer.
4. Should a DBE firm not certified by the Georgia Department of Transportation be proposed by a potential contractor as a part of his/her DBE plan efforts, the inclusion of said firm will not be considered a demonstration of making good faith efforts towards meeting the DBE goal.
5. In contracts with DBE contract goals, bids submitted which do not meet the DBE contract goals, and which does not show that a meaningful good faith effort was made to achieve the stated goals, will be considered non-responsive bids, and bidders will be notified of the deficiency and given opportunity to appeal to the Administrative Reconsideration Official (49 CFR 26.53). The bidder will not be eligible for award of the contract until the appeal procedures are complete. The Administrative Reconsideration Official will make the determination on the sufficiency of the good faith efforts.
6. The Augusta, Georgia reserves the right to reject any or all bids, or to re-advertise for bids. Award, if made, will be to the lowest responsive and qualified bidder. A bid will not be considered responsive unless the bidder complies with Title 49 Code of the Federal Regulations, Part 26, and the Disadvantaged Business Enterprise Program of the Augusta, Georgia.
7. The Augusta, Georgia shall require contractors to make good faith efforts to replace a DBE subcontractor that is terminated or fails to complete its work on the contract for any reason, with another DBE subcontractor. If a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the Contractor must notify the Airport immediately. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the established contract goal.
8. The Augusta, Georgia shall approve all substitutions prior to contract award and during contract

performance in order to ensure that the substitute firms are eligible DBEs. Additional information on the Augusta, Georgia's Disadvantaged Business Enterprise Program can be obtained from the DBE Liaison Officer:

Phyllis Johnson, Compliance Director
Augusta, Georgia Compliance Department
535 Telfair Street, Suite 530
Augusta, GA 30901
706-826-4789
p.johnson@augustaga.gov

9. The Authority has implemented a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by DBE's. These will be tracked in an MS EXCEL document, tracking DBE and small businesses separately. This mechanism will provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. These mechanisms will include, but not be limited to, the following:

- a. Reviewing bid package documentation thoroughly, obtaining clarification, if necessary.
- b. Reviewing monthly reports regarding employment as well as DBE participation to ensure adherence to plan as represented in bid documents and as stipulated in this program.
- c. Monitoring progress of payments to DBEs through monthly reports from prime contractors.
- d. Monitoring progress of DBEs work through on-site visits and communication with DBEs. The Augusta, Georgia has implemented a monitoring and enforcement mechanism that will include written certification that the Augusta, Georgia has reviewed contracting records and monitored work sites for this purpose. This monitoring will be conducted during routine project site visits on a monthly basis. The DBELO will sign off on the written certifications.

10. The Augusta, Georgia will bring to the attention of the US Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

11. The Augusta, Georgia also will consider similar action under its own legal authorities, including responsibility determinations in future contracts. In addition, the Augusta, Georgia will apply legal and contract remedies under state and local law. This includes, for example, applying liquidated damages, withholding payments, etc.

12. In its reports of DBE participation to the USDOT, the Augusta, Georgia will show both commitments and attainments, as required by the USDOT reporting form.

Attachment 1 contains a link to 49 CFR Part 26, which describes federal regulations, provisions, and contract remedies available to the Augusta, Georgia in the event of non-compliance by a participant.

DBE Commercially Useful Function Report

[HTTPS://WWW.TRANSPORTATION.GOV/SITES/DOT.GOV/FILES/2021-04/20200925%20FINAL%20-SAMPLE%20CUF%20FORM-%20CONTRACTOR-%20APPROVED%20FOR%20DISTRIBUTION%209-17-2020_508-1.PDF](https://www.transportation.gov/sites/dot.gov/files/2021-04/20200925%20FINAL%20-SAMPLE%20CUF%20FORM-%20CONTRACTOR-%20APPROVED%20FOR%20DISTRIBUTION%209-17-2020_508-1.PDF)

ATTACHMENT 8

DBE Certification Application Form

Web link:

<https://www.transportation.gov/sites/dot.gov/files/2021-02/uniform-certification-application%202.8.2021.pdf>

ATTACHMENT 9
State's UCP Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE GEORGIA DEPARTMENT OF TRANSPORTATION,
And DANIEL FIELD**

This Memorandum of Understanding documents the participation of U.S. DOT Recipients and in certain instances, funding arrangements for the continued implementation and operation of the Unified Certification Program (UCP) in the State of Georgia.

PREAMBLE

WHEREAS, the Georgia Department of Transportation (GDOT), an agency of the State of Georgia, has undertaken a Unified Certification Program to certify all Disadvantaged Business Enterprises in the State of Georgia with the cooperation of The Metropolitan Atlanta Rapid Transit Authority (MARTA)

WHEREAS, the initial assessment involved compiling information and developing tools regarding the development of a UCP in the State of Georgia; and

WHEREAS, this MOU establishes the certification procedures for Disadvantaged Business Enterprises participating in federally funded projects; and

WHEREAS, the Georgia Department of Transportation has been and continues to be the Lead Agency for the Unified Certification Program and has accepted the responsibility for the statewide certification program, and;

WHEREAS, the State of Georgia Unified Certification Program is consistent with the laws, rules and regulations of Title VI of the 1964 Civil Rights Act and 49 Code of Federal Regulation, Parts 23 and 26 and,

WHEREAS, the U.S. DOT Recipients have a mission to:

1. Coordinate and participate in the certification review processes that affect socially and economically disadvantaged businesses.
2. Promote and maintain a UCP directory of socially and economically disadvantaged businesses.

Now, therefore, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the parties:

1) PURPOSE


- a) This Memorandum of Understanding outlines the scope of work including any obligations and responsibilities.
- b) GDOT, FHWA, MARTA, FAA, FTA and other recipients will have access to all work completed as part of the Unified Certification Program.

2. SUPPORTIVE SERVICES FOR THE UNIFIED CERTIFICATION PROGRAM:

- a) All of the signatory parties have consulted and agreed on services required to complete the work described in the certification procedures and processes prior to the work beginning.
- b) All of the signatory parties agree to consult on the use of services for work described in the certification procedure and process provided that all services will be used for documentation and dissemination of the information on Disadvantaged Business Enterprises.

This agreement is entered into, by and between the Georgia Department of Transportation and **DANIEL FIELD**. This agreement will take effect at the time of approval by all entities.

The signatory parties mutually agree to consult regarding any amendments or issues to be addressed. This agreement may be modified by written mutual consent of the signatory parties.


Russell McMurry, P.E., Commissioner
Georgia Department of Transportation
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

6/1/17
Date


Steven Gay, Co-Manager
DANIEL FIELD
1775 Highland Ave.
Augusta, GA 30904

4/27/17
Date

MAY 5 2017

ATTACHMENT 10

Small Business Element

Augusta, Georgia will implement a race-neutral small business element as part of their DBE programs, in compliance with §26.39. Augusta, Georgia is including this element to facilitate competition by and expand opportunities for small businesses. Augusta, Georgia is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The following strategies may be used, but are not limited to the following:

1. Objective/Strategies

- (1) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (2) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (3) To meet the portion of the overall goal projected to be met through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definitions

1. Small Business:

Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a five-year period. All businesses meeting the criteria in this element will be considered to be small businesses, without regard to race or gender.

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is \$2.047 million.
- Whose average annual gross receipts, as defined by SBA regulations over the firm's previous five fiscal years is less than \$23.98 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and

- Has been certified as a DBE by the Georgia Department of Transportation (GDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the Sponsor's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

3.Verification Procedures –

For purposes of this small business element, Augusta, Georgia and the Daniel Field Airport will require the following verification and/or certification:

1. **Georgia Unified Certification Program (GAUCP) DBE Certification** – DBE Certification by a certifying member of the GAUCP which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by certification listing within the Georgia UCP DBE Directory. It should be noted that the Daniel Field Airport is not a certifying member of the GAUCP and does not have its own certification staff.

2. **A non-DBE certified potential small business concern** may have to complete a simplified application and/or provide the following information at time of response to a solicitation or a bid submittal, as evidence of the small business status:

- Evidence of SBA 8(a) or SBD Certification (as described in 13 CFR Parts 121 and 124)
- A copy of the business tax returns for the most recent five-year period indicating the gross receipts; and/or
- A notarized statement from a Certified Public Accountant indicating the firms average gross receipts for the past five years.

3. **Use of Personal Net Worth:** Augusta, Georgia, in addition to the standards for small business concerns described above, plans to utilize the current Personal Net Worth standards of the DBE program (26.67), presently at \$2.047 million dollars.

4.Monitoring/Record Keeping

As part of the reporting process, prime contractors will maintain records and documents of payments to small businesses for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any small business subcontractor. The Small business monitoring will include tracking by engineer/airport of at least 10% of payments to subcontractors from prime contractors in order to track payments as they relate to work committed to small businesses. The small business and DBE participation will be tracked in separate EXCEL documents.

5.Assurance

- This program is authorized under state law;
- Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
- No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
- Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
- The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

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 4.

PURCHASE ORDER NO.
24DFA263

REQUISITION/QUOTE NO.
R399321

DATE 12/16/24	DEPARTMENT 081101	VENDOR PHONE # (770) 262-1191	
VENDOR # 26518	E-VERIFY # 943176	EMAIL HEY@MAESAWYR.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR MAESAWYR LLC 1245 BUFORD HIGHWAY SUITE 305 SUWANEE, GA 30024	ATTN: BID NUMBER: 23-257 CONTRACT #: 24DFA263 BUYER: NANCY
--	---

SHIP TO: DANIEL FIELD AIRPORT 1775 HIGHLAND AVENUE AUGUSTA, GA 30904	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
---	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		PLANNING TASK ORDER #06 PROF SVCS DBE PLANNING - UPDATE IN ACCORDANCE WITH THE US DOT'S FINALRULE APRIL 9, 2024 APPROVED BY COMMISSION 8/15/23, ITEM #17 552-08-1101/52-23110	3,413.61	3,413.61

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL.....

3,413.61

APPROVED FOR ISSUE

Darrell White

INTERIM PROCUREMENT DIRECTOR

REQUISITIONER

79

TASK ORDER**OWNER:**

Augusta, Georgia
General Aviation Commission – Daniel Field
535 Telfair Street
Augusta, Georgia 30901

706.733.1647

Contact: Becky Shealy, Airport Manager

CONSULTANT:

MaesAwyr, LLC
1245 Buford Highway
Suite 305
Suwanee, Georgia 30024

770.262.1191

Contact: Amanda J. Hill, Principal

PROJECT: Planning Task Order #P06 – Disadvantaged Business Plan Update – Final Rule April 2024

SCOPE: The CONSULTANT will provide the OWNER planning services for the following project at Daniel Field Airport (DNL):**DBE Planning** – an Update, in accordance with the USDOT's Final Rule published April 9, 2024

All work will be completed in accordance with 14 CFR Part 26—*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Augusta Compliance Department policies and procedures also will govern, where applicable.

COSTS: This task order will be completed as a lump sum of **\$3,413.61** in accordance with the *Master Agreement for Professional Airport Planning and Feasibility Studies Services* contract dated 21 August 2023, with Task Fee amount below, and will be billed upon completion:



Element 1 – DBE Planning	\$3,413.61
Total	\$3,413.61

SCHEDULE: It is anticipated this Task Order will be complete by 1 March 2025.

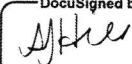

AUTHORIZATION DATE: 11/25/2024, 2024

Witness the hands and seals of the undersigned, effective on the Authorization Date set forth hereinabove.

OWNER:

Signed by: 
By: 
David Fields, Chairman
General Aviation Commission

CONSULTANT:

DocuSigned by: 
By: 
Amanda J Hill, Principal



Administrative Services Committee Meeting

Meeting Date: 01/28/2025

HCD_ Laney Walker/Bethlehem Multi-Family Units Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to partner with Honnete Habitats (HH) to develop nine (9) multi-family units, identified as six (6) lots: 1241, 1243, 1247, 1249, 1251, and 1257 12 th Street within the Laney Walker/Bethlehem combined into a single parcel.
Background:	<p>Honnete Habitats (HH), is a real estate development company focused on constructing speculative houses in the Southeastern United States. HH engages in building appealing designs of affordable houses that will meet the needs of a wide range of clients. As a part of its plans to become one of the leading builders in the United States of America, HH adopts international best practices in the industry. The mission of HH is to develop, promote, and preserve quality housing while building strong, healthy neighborhoods in the urban area and helping residents improve their lives.</p> <p>This project involves the new construction of up to nine (9) multi-family homes by reconfiguring six (6) lots identified as 1241, 1243, 1247, 1249, 1251, and 1257 12th Street, Augusta, GA. 30901, within Laney Walker/Bethlehem combined into a single parcel.</p>

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1241 12 th Street	\$2 Million	New construction on six (6) reconfigured lots
1243 12 th Street	(Partner Investment)	
1247 12 th Street		
1249 12 th Street		
1251 12 th Street		
1257 12 th Street		

Down Payment Assistance \$10,000 per unit
(HCD Investment)

“

Pre-development Site Preparation \$35,000
(HCD Investment)

“

Analysis:

The approval of the contract will allow for development activities on this site to begin.

Financial Impact:

HCD utilizes Laney Walker/Bethlehem Revitalization funding in the amount of \$125,000 or 0.0625% of the total development costs

Note: HH to infuse \$2M into this development.

Alternatives:

Deny HCD's request

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to partner with Honnete Habitats (HH) to develop nine (9) multi-family units, identified as six (6) lots: 1241, 1243, 1247, 1249, 1251, and 1257 12th Street within the Laney Walker/Bethlehem combined into a single parcel.

Funds are available in the following accounts:

Funding: Laney Walker/Bethlehem Revitalization funding
GL Code: 298-07-7343-5413150

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

Memorandum of Understanding

Laney Walker / Bethlehem (LW/B) Revitalization-

Honnête Habitats III, LLC

This Memorandum of Understanding (“MOU”) is entered into on the _____ day of _____, 2025 by and between the Augusta, GA’s Housing and Community Development Department (HCD) and Honnête Habitats III, LLC. (HH) HCD serves as Augusta, GA’s manager for Laney Walker/Bethlehem (LW/B). HH serves as a supportive services partner and as an investor/developer partner.

Honnête Habitats III, LLC is a real estate development company focused on constructing speculative houses in the southeastern United States. HH engages in building appealing designs of affordable houses that will meet the needs of a wide range of clients. As part of its plans to become one of the leading builders in the United States of America, HH adopts international best practices in the industry. The mission of HH is to develop, promote, and preserve quality housing while building strong, healthy neighborhoods in urban areas and helping residents improve their lives.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating developments within the LW/B neighborhoods to include increasing homeownership opportunities for low to moderate income households as a joint, coordinated effort. This MOU and the accompanying program descriptions set forth the terms and conditions under which the parties express their intent to present and execute a comprehensive approach to achieving the goals of this initiative. It is expected that a signed Development Agreement will evolve from this MOU.

Part I. Structure and Purpose of Initiative

This local initiative will be known as the Laney Walker / Bethlehem Revitalization Project Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of residential housing and mixed-use development located on property currently owned by the Augusta, Georgia Land Bank Authority (AGLBA). Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing homeownership and rental housing opportunities, as well as retaining the cultural and historic context that defines the Laney Walker & Bethlehem communities.

Part II. Partnership Goals

The goal of the Initiative is to continue HH. as a supportive service partner and as an investor/developer partnership which will:

- Foster comprehensive revitalization, in partnership, and the promotion of new, single-family housing (homeownership) in the LW/B communities.
- Increase homeownership opportunities in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and HH.
- Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis;

- Increase homeownership by providing targeted counseling and education to potential homebuyers;
- Conduct outreach activities to potential renters and homebuyers in the community to inform them of housing opportunities;
- Provide ongoing supportive (wraparound) services for homebuyers; and
- Build a model of partnership that can be replicated in other communities.

Part III. Responsibilities of the Parties

The parties will have the following responsibilities:

HCD's Responsibilities

- **Lot Identification and Rezoning:**
HCD worked with HH and identified 6 lots located at 1241, 1243, 1245, 1249, 1251 and 1257 Twelfth Street with respective Tax Map #059-1-014-00-0, 059-1-013-00-0, 059-1-012-00-0, 059-1-011-00-0, 059-1-010-00-0, 059-1-009-00-0 for this initiative.
On May 6, 2024, the Planning Commission recommended approval of the rezoning request from R-1C (One-family Residential) to R-3A (Multiple-family Residential). The combined lots yield approximately 0.92 acres.
- **Land Infusion:** HCD will infuse the six (6) identified combined lots to be transferred upon sell of each unit.
- **Demolition and Site Preparation:** HCD will cover pre-development activity (i.e., remediation, demolition, site prep, clearing, etc. revalued at \$35,000.
- **Homebuyer's Assistance:** HCD will provide homebuyers assistance funding up to \$10,000 per unit for gap financing, down payment assistance, closing cost, and/or interest buy down for buyers of the nine (9) units.
- **Project Oversight:** HCD will collaborate with HH to oversee the project through predevelopment and construction phases.

HH's Responsibilities

- **Development Costs:** HH will be responsible for all development costs of the new community of nine (9) townhomes beyond the demolition costs paid by HCD. The estimated total cost is approximately \$2M funded through private sources.
- **Workforce Housing Plans:** HH will identify and finalize workforce housing plans for the proposed nine (9) townhomes on the combined six (6) lots.
- **Deal Structure Agreement:** HH will finalize the deal structure, including land infusion, pre-development costs, construction allocation, and down payment terms.
- **Homeowners Association:** HH will establish and manage Homeowners Association to maintain shared property and amenities, enforce community rules and regulations, and ensure the overall upkeep, safety, and value of the condominium (townhome) community for the benefit of all residents.

Part IV. Performance Objectives

The overall performance of the Initiative will be evaluated on the completion of development and implement services (as shown above), and the number of residents who are able to obtain housing.

To date, HCD has undertaken an extensive effort to ensure the success of this revitalization. Public meetings were initially held to receive stakeholder input, and on-going meetings are being held to keep the public informed. Land acquisition activities have resulted in significant and meaningful site control. Master plans have been designed to reflect the activity to date, while guiding future endeavors.

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by both HCD and HH. prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. At that time, renewal of the partnership may be extended upon the agreement of both parties within 90 days of expiration. The participating parties reserve the right to terminate the MOU with 90-day notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and HH. shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest: **Augusta, Georgia**

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

By: _____ Date: _____
Tameka Allen
As City Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As Director, HCD

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

Honnête Habitats III, LLC

By: _____

Date: _____

Name: Brea E. Elles

Title: Founder

DRAFT



Administrative Services Committee Meeting

Meeting Date: 01/28/2025

HCD_ Lead Hazard Reduction Program Community Outreach Sub-Grantee Approval Request RFQ
Item #23-229

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request of recommendation of award for the RFQ Item #23-229 to Augusta Partnership for Children in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant.
Background:	<p>On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.</p> <p>The OLHCHH grant includes \$3,560,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852.</p>
Analysis:	<p>Augusta is required by HUD to engage with sub-recipients, sub-contractor organizations, partners and/or consultants to provide critical services and activities as part of program. As for meeting these goals and requirements set forth by HUD and the Office of Lead Hazard Control and Healthy Homes, HCD requests to enter into partnership with Augusta Partnership for Children as its two Sub-Grantees.</p> <p>Through a fair solicitation process HCD seeks to partner with Augusta Partnership for Children as a sub-recipient of the Lead Hazard Reduction Grant. Augusta Partnership for Children will create solutions to local challenges experienced by children and families with lead using the expertise and knowledge of people living in Augusta Richmond County. Their service</p>

will include training, home visiting, health education, group facilitation, resource sharing and monthly outreach events. HCD will offer technical and financial assistance while providing a safe and controlled means of lead hazard control & healthy homes remediation in residential dwelling units occupied by low-income households (annual household income cannot exceed 80% of the area median income (AMI) as determined by HUD).

I. Scope of Services:

a. Financial Agreement

Marketing and Outreach-Augusta Partnership for Children (40 units X \$1,000.00) = \$40,000.00 for 3 years.

b. Basic Requirements

i. For the lifetime of the grant the agency must:

1. Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to:

a. Increase Augusta, Georgia's ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program.

b. Educate owners of rental properties, tenants, and others on Lead safety and risk.

c. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, community gatherings to further education and awareness of the program.

d. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia-Richmond County area.

e. Report monthly reports information with support such as but not limited to:

i. Track and report event participation to HCD program staff through the required reporting system.

ii. Referral of services to Augusta, Georgia-Richmond County residents that potentially qualify for the program.

Financial Impact:

Allocation of \$3,960,000.00 from the Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development.

Alternatives:

Deny HCD's request to award RFQ Item #23-229 to Augusta Partnership for Children

Recommendation:

Motion to approve HCD's request of recommendation of award for the RFQ Item #23-229 to Augusta Partnership for Children in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant.

Funds are available in the following accounts:

Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development.

Org Key: 221073232/5211120

Total Allocated Funding \$2.5M

Augusta Partnership for Children: \$40,000.00

**REVIEWED AND
APPROVED BY:**

Procurement

Finance

Law

Administrator

Clerk of Commission



Office of the Administrator

Takiyah A. Douse
Interim Administrator

February 7, 2023

Mr. Hawthorne Welcher, Director
Housing Community & Development
510 Fenwick Street
Augusta, GA 30901

Dear Director Welcher:

At their meeting held on Tuesday, February 7, 2023, the Augusta, Georgia Commission, acted on the following items:

9. Approved the development of (2) single-family workforce homes, new construction.
10. Approved the recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.
11. Approved the Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments (RFP 22-277).

28. Approved the following:

- a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof
- b) approve Augusta, Georgia's receipt of \$3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)
- c) allow HCD to move forward with implementation of administrative verification form,
- d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,
- e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

If you have any questions, please contact me.

In Service,

A handwritten signature in cursive script, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd



Hawthorne E. Welcher Jr,
Director

Shauntia Lewis,
Deputy Director

MEMORANDUM

To: Geri Sams, Procurement Director

From: Hawthorne Welcher, Jr., Housing and Community Development Director

CC: Darrell White, Procurement Deputy Director
Nancy Williams, Procurement Contract Compliance Administrator

Date: December 8, 2023

RE: **HCD Recommendation of Award to Enter into Contract Negotiations for RFQ Item #23-188 Lead Grant Hazard Reduction Program**

SUBJECT

- I. In compliance with Augusta, Georgia's Code, and following direction from the Augusta Procurement Department, Housing and Community Development (HCD) requests the recommendation of award for the following RFQ Item #23-188.
 - **Augusta Partnership for Children**

HOUSING COMMUNITY DEVELOPMENT RECOMMENDATION

Approve and authorize securing services in response to # RFQ Item 23-188 through Contract Service are to include:

SCOPE OF SERVICES

- a. Basic Requirements
 - i. For the lifetime of the grant the agency must:
 1. Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to:
 - a. Increase Augusta, Georgia's ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program.
 - b. Educate owners of rental properties, tenants, and others on Lead safety and risk.
 - c. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, community gatherings to further education and awareness of the program.

- d. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia-Richmond County area.
- e. Report monthly reports information with support such as but not limited to:
 - i. Track and report event participation to HCD program staff through the required reporting system.
 - ii. Referral of services to Augusta, Georgia-Richmond County residents that potentially qualify for the program.

Recommendation of Award RFQ Item #23-188 Lead Hazard Reduction December 8, 2023

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Secure sound professional services from a Community Service Organization to support the RFQ Item #23-188 Lead Hazard Reduction Program

Thank you again, and if you have any questions or concerns, please do not hesitate to give me a call at (706) 821-1797.

COMMENTS:

Request for Qualification

Request for Qualifications will be received at this office until **Monday, November 27, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **827 8966 0353; Passcode: 689403** for furnishing:

RFQ Item #23-229 Community Outreach Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

RFQ Item #23-230 Medical Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, November 10, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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


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


GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 19, 26, 2023 and November 2, 9, 2023
Metro Courier October 19, 2023

Revised: 3/22/21

<div>  <div> RFQ Item #23-229 Community Outreach Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development RFQ Date: Monday, November 27, 2023 @ 11:00 a.m. via ZOOM Meeting </div> </div>					
Total Number Specifications Mailed Out: 16 Total Number Specifications Download (Demandstar): 9 Total Electronic Notifications (Demandstar): 270 Georgia Procurement Registry: 767 Total packages submitted: 1 Total Noncompliant: 0					
VENDORS	Attachment "B"	E-Verify	Save Form	Original	Copies 7
Augusta Partnership for Children 435 Telfair Street Augusta, GA 30901	Yes	209544	Yes	Yes	Yes

<div></div> <div>RFQ Item #23-229 Community Outreach Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development Evaluation Date: Friday, December 8, 2023 @ 9:00 a.m. via ZOOM</div>				
Vendors			Augusta Partnership for Children 435 Telfair Street Augusta, GA 30901	Augusta Partnership for Children 435 Telfair Street Augusta, GA 30901
Phase 1			Ranking of 0-5 (Enter a	
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
2. Qualifications & Experience	(0-5)	20	5.0	100.0
3. Organization & Approach	(0-5)	15	5.0	75.0
Scope of Services: Provide detail on experience specializing in federal environmental compliance requirements, project management and HUD Multi-family Accelerated Processing environmental requirements to include the following minimum requirements included in Section C. Vendors should address the requirements and how they anticipate to facilitate the basic requirements listed under Section C the Scope of Services which is to include the following item: Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to: 1. Increase Augusta, Georgia’s ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program. 2. Educate owners of rental properties, tenants, and others on Lead safety and risk. 3. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, community gatherings to further education and awareness of the program. 4. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD’s ability to deliver specified lead hazard control services to residents of the Augusta, Georgia-Richmond County area. 5. Report monthly reports information with support such as but not limited to: i. Track and report event participation to HCD program staff through the required reporting system. ii. Referral of services to Augusta, Georgia-Richmond County residents that potentially qualify for the program	(0-5)	40	5.0	200.0
5. Financial Stability	(0-5)	5	5.0	25.0
6. References	(0-5)	5	5.0	25.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	25.0	425.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)				
7. Presentation by Team	(0-5)	10		0.0
8. Q&A Response to Panel Questions	(0-5)	5		0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered				
Total Cumulative Score (Maximum point is 500)		100	25.0	425.0
Internal Use Only				
Evaluator: Cumulative Date: 12/8/2023				
Procurement Department Representative: _____ Nancy Williams _____				
Procurement Department Completion Date: 12/8/23				



Hawthorne E. Welcher Jr,
Director

Shauntia Lewis,
Deputy Director

MEMORANDUM

To: Geri Sams, Procurement Director

From: Hawthorne Welcher, Jr., Housing and Community Development Director

CC: Darrell White, Procurement Deputy Director
Nancy Williams, Procurement Contract Compliance Administrator

Date: December 18, 2023

RE: **HCD Recommendation of Award to Enter into Contract Negotiations for RFQ Item #23-229 Lead Grant Hazard Reduction Program**

SUBJECT

- I. In compliance with Augusta, Georgia's Code, and following direction from the Augusta Procurement Department, Housing and Community Development (HCD) requests the recommendation of award for the following RFQ Item #23-229.
 - **Augusta Partnership for Children**

HOUSING COMMUNITY DEVELOPMENT RECOMMENDATION

Approve and authorize securing services in response to RFQ Item #23-229 through Contract Service are to include:

SCOPE OF SERVICES

- a. Basic Requirements
 - i. For the lifetime of the grant the agency must:
 1. Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to:
 - a. Increase Augusta, Georgia's ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program.
 - b. Educate owners of rental properties, tenants, and others on Lead safety and risk.
 - c. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, community gatherings to further education and awareness of the program.

- d. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia-Richmond County area.
- e. Report monthly reports information with support such as but not limited to:
 - i. Track and report event participation to HCD program staff through the required reporting system.
 - ii. Referral of services to Augusta, Georgia-Richmond County residents that potentially qualify for the program.

Recommendation of Award RFQ Item #23-229 Lead Hazard Reduction December 18, 2023

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Secure sound professional services from a Community Service Organization to support the RFQ Item #23-229 Lead Hazard Reduction Program

Thank you again, and if you have any questions or concerns, please do not hesitate to give me a call at (706) 821-1797.

COMMENTS:

BOYS AND GIRLS CLUB
2241 WHEELLESS RD
AUGUSTA, GA 30906

STARS COMMUNITY OUTREACH, INC
1075 PEACHTREE ST NE UNIT 3650
ATLANTA, GA 30309

AUGUSTA PARTNERSHIP FOR CHILDREN
435 TELFAIR ST
AUGUSTA, GA 30901

HIGHER ENDEAVORS YOUTH OUTREACH
HONOR SOCIETY
COLONY SQUARE
1175 PEACHTREE ST NE
ATLANTA, GA 30361

THE RECING CREW
516 GEORGIA AVE
NORTH AUGUSTA, SC 29841

FAMILY Y OF NORTH AUGUSTA
401 W MARTINTOWN RD SUITE 111
NORTH AUGUSTA, SC 29841

BROKEN OUTREACH ADVANTAGE
2019 ROSIER ROAD
AUGUSTA, GA 30906

GREAT EXPECTATIONS OUTREACH
204 OLD MILL ROAD
AUGUSTA, GA 30907

SHILOH COMMUNITY CENTER
1635 15TH STREET
AUGUSTA, GA 30901
(RETURNED MAIL)

NEW BETHLEHEM COMMUNITY CTR
1336 CONKLIN AVENUE
AUGUSTA, GA 30901

FRIENDSHIP COMMUNITY CENTER
1720 CENTRAL AVENUE
AUGUSTA, GA 30904

BARTON VILLAGE COMMUNITY CTR
3653 ROME WAY
AUGUSTA, GA 30906

EAST AUGUSTA COMMUNITY CTR
710 CEDAR STREET
AUGUSTA, GA 30901

SAND HILLS COMMUNITY CTR
2540 WHEELER ROAD
AUGUSTA, GA 30904

KIONONIA COMMUNITY
DEVELOPMENT CORP
516 FORSYTHE ST.
AUGUSTA, GA 30901

PWXPRESS
1900 COFFEEPORT ROAD
JACKSONVILLE, FL 32208
(RETURNED MAIL)

HAWTHORNE WELCHER
AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

DARRELL GRANT
AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

April Payne

From: bidnotice.donotreply@doas.ga.gov
Sent: Tuesday, October 24, 2023 1:02 PM
To: Tywana Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000009

Dear Tywana Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2023-000000009

Event Title: 23-229 Community Outreach Services for Lead Grant Hazard Reduction Program

Event Type: Non-State Agency

Process Log
2023/10/24 12:56:44 : Log starts for - 2814120 - EVENT_RELEASE_TO_SUPL
2023/10/24 12:56:48 : Email Process Log for the Event#: PE-72155-NONST-2023-000000009
2023/10/24 12:56:48 : Email Batch# 2310242325
2023/10/24 12:56:48 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/10/24 13:01:53 : Total No of Contacts found for sending Email: 767
2023/10/24 13:01:53 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000009&sourceSystemType=gpr20>

10/24/2023 01:01:53 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (9)

Supplier 	Download Date
Chayas Life Delivery LLC	11/19/2023
ConstructConnect	10/25/2023
Covenant Realtors	10/24/2023
Dodge Data	10/24/2023
Logic Point Consulting	11/01/2023
Onvia, Inc. - Content Department	10/24/2023
RYZE UP2 IT SERVICES	11/04/2023
StartOps, LLC	10/24/2023
Witt O'Brien's	10/24/2023

Add Supplier

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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



Administrative Services Committee Meeting

Meeting Date: 01/28/2025

HCD_ Lead Hazard Reduction Program Medical Sub-Grantee Approval Request RFQ Item #23-230

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request of recommendation of award for the RFQ Item #23-230 to Medical Associates Plus in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant.
Background:	<p>On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.</p> <p>The OLHCHH grant includes \$3,560,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852.</p>
Analysis:	<p>Through a fair solicitation process, HCD endorses Medical Associates Plus as a Lead Hazard Reduction Grant sub-recipient. Medical Associates Plus will provide mobile blood lead testing as well as a referral system for children 6 years and younger and pregnant women with elevated blood lead levels, especially those above the state threshold of 3.5ug/dl. APC will provide outreach and program awareness in the local community. APC will create solutions to local challenges experienced by children and families with lead using the expertise and knowledge of people living in Augusta Richmond County. Their services will include training, home visiting, health education, group facilitation, resource sharing, and monthly outreach events. HCD will offer technical and financial assistance while providing a safe and controlled means of lead hazard control & healthy home remediation in residential</p>

dwelling units occupied by low-income households (annual household income cannot exceed 80% of the area median income (AMI) as determined by HUD).

Item 7.

i) Scope of Services:

a. Financial Agreement

Medical Associates Plus \$34,979.00 amount for 3-year period.

b. Basic Requirements

i. For the lifetime of the grant the agency must:

1. Provide a dedicated staff pre and post-services lead phlebotomy testing services to low to moderate-income ages six (6) and under and pregnant mothers enrolled or to be enrolled in the program for the Augusta, Georgia Richmond county area.

a. Two (2) Registered Nurses

i. Provide dedicated in-office and mobile pre and post-service lead phlebotomy testing services to low to moderate-income ages six (6) and under and pregnant mothers enrolled or to be enrolled in the program.

ii. Provide lead testing services to community residents in need of such service, make needed referrals for follow-up care, data entry in the Electronic Health Record, and tracking of results and other data.

iii. Test all children ages six (6) and under and pregnant mothers involved with the program and have the results analyzed using a portable Blood Lead Analyzer

iv. Directly refer children ages six (6) and under and pregnant mothers with an elevated level $\geq 3.5\text{ug/dl}$ to the program.

v. Provide treatment and services according to MAP standards to children ages six (6) and pregnant mothers with an elevated level $\geq 3.5\text{ug/dl}$ will be confirmed by a venous test or two subsequent capillary tests.

b. (1) Transportation Driver

i. To transport registered nurses to locations to provide lead pre and post-service lead phlebotomy testing services.

2. Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to:

a. Increase Augusta, Georgia's ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program.

b. Educate owners of rental properties, tenants, and others on Lead safety and risk.

- c. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, and community gatherings to further education and awareness of the program.
- d. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia and Richmond County area.
- e. Participate in partner quarterly meetings.
- f. Report monthly reports information with support such as but not limited to:
 - i. Track and report event participation to HCD program staff through the required reporting system according to standard.

Financial Impact: Allocation of \$3,960,000.00 from the Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development.

Alternatives: Deny HCD's request to award RFQ Item #23-230 to Medical Associates Plus

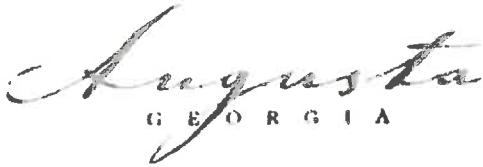
Recommendation: Motion to approve HCD's request of recommendation of award for the RFQ Item #23-230 to Medical Associates Plus in compliance and direction of the Augusta Procurement Department as a sub-recipient to the Lead Hazard Reduction Grant.

Funds are available in the following accounts: Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development.

Org Key: 221073232/5211120
 Total Allocated Funding \$2.4M
 Medical Associates Plus: \$34,979.00

**REVIEWED AND
APPROVED BY:**

Procurement
 Finance
 Law
 Administrator
 Clerk of Commission



Office of the Administrator

Takiyah A. Douse
Interim Administrator

February 7, 2023

Mr. Hawthorne Welcher, Director
Housing Community & Development
510 Fenwick Street
Augusta, GA 30901

Dear Director Welcher:

At their meeting held on Tuesday, February 7, 2023, the Augusta, Georgia Commission, acted on the following items:

9. Approved the development of (2) single-family workforce homes, new construction.
10. Approved the recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.
11. Approved the Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments (RFP 22-277).

28. Approved the following:

- a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof
- b) approve Augusta, Georgia's receipt of \$3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)
- c) allow HCD to move forward with implementation of administrative verification form,
- d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,
- e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

If you have any questions, please contact me.

In Service,

A handwritten signature in cursive script, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd

Request for Qualification

Request for Qualifications will be received at this office until **Monday, November 27, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **827 8966 0353; Passcode: 689403** for furnishing:

RFQ Item #23-229 Community Outreach Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

RFQ Item #23-230 Medical Services for Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, November 10, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 19, 26, 2023 and November 2, 9, 2023
Metro Courier October 19, 2023

Revised: 3/22/21



**RFQ Item #23-230 Medical Services for Lead Grant Hazard Reduction Program for
Augusta, GA – Housing and Community Development**

Evaluation Date: Friday, December 8, 2023 @ 10:00 a.m. via ZOOM

Vendors			Medical Associates Plus 2467 Golden Camp Rd. Augusta, GA 30906	Medical Associates Plus 2467 Golden Camp Rd. Augusta, GA 30906
Phase 1			Ranking of 0-5 (Enter a	
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
2. Qualifications & Experience	(0-5)	20	5.0	100.0
3. Organization & Approach	(0-5)	25	5.0	125.0
4. Scope of Services – Provide detail on experience specializing in federal environmental compliance requirements, project management and HUD Multi-family Accelerated Processing environmental requirements to include the following minimum requirements included in Section C – Item 1 Minimum Qualifications. • Be a Federally Qualified Health Center (FQHC). • Offer a variety of specialty services for the entire family • Provides a comprehensive health approach which includes mental health • Operates under a governing body of directors	(0-5)	30	5.0	150.0
5. Financial Stability	(0-5)	5	5.0	25.0
6. References	(0-5)	5	5.0	25.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	25.0	425.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)				
7. Presentation by Team	(0-5)	10		0.0
8. Q&A Response to Panel Questions	(0-5)	5		0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered)				
Total Cumulative Score (Maximum point is 500)		100	25.0	425.0
Internal Use Only				
Evaluator: Cumulative Date: 12/8/23				
Procurement Department Representative: _____ Nancy Williams _____				
Procurement Department Completion Date: 12/8/23				



Housing & Community Development Department

Item 7.

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

MEMORANDUM

To: Geri Sams, Procurement Director

From: Hawthorne Welcher, Jr., Housing and Community Development Director

CC: Darrell White, Procurement Deputy Director
Nancy Williams, Procurement Contract Compliance Administrator

Date: December 18, 2023

RE: **HCD Recommendation of Award to Enter into Contract Negotiations for RFQ Item #23-230 Lead Grant Hazard Reduction Program**

SUBJECT

- I. In compliance with Augusta, Georgia's Code, and following direction from the Augusta Procurement Department, Housing and Community Development (HCD) requests the recommendation of award for the following RFQ Item #23-230.
 - **Medical Associates Plus**

HOUSING COMMUNITY DEVELOPMENT RECOMMENDATION

Approve and authorize securing services in response to RFQ Item #23-230 through Contract. Such Lead service are to include:

SCOPE OF SERVICES

- a. Basic Requirements
 - i. For the lifetime of the grant the agency must:
 1. Provide a dedicated staff pre and post services lead phlebotomy testing services to low to moderate income ages six (6) and under and pregnant mothers enrolled or to be enrolled in the program for the Augusta, Georgia Richmond county area.
 - a. Two (2) Registered Nurses
 - i. Provide a dedicated in office and mobile pre and post services lead phlebotomy testing services to low to moderate income ages six (6) and under and pregnant mothers enrolled or to be enrolled in the program.

- ii. Provide lead testing services to community residents in need of such service, make needed referrals for follow up care, data entry in the Electronic Health Record and tracking of results and other data.
 - iii. Test all children ages six (6) and under and pregnant mothers involved with the program and having the results analyzed using a portable Blood Lead Analyzer
 - iv. Directly refer children ages six (6) and under and pregnant mothers with an elevated level $\geq 3.5\text{ug/dl}$ to the program.
 - v. Provide treatment and services according to MAP standards to children ages six (6) and pregnant mothers with an elevated level $\geq 3.5\text{ug/dl}$ will be confirmed by a venous test or two subsequent capillary tests.
- b. (1) Transportation Driver
 - i. To transport registered nurses to locations to provide lead pre and post services lead phlebotomy testing services.
- 2. Provide conduct targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to:
 - a. Increase Augusta, Georgia's ability to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in the program.
 - b. Educate owners of rental properties, tenants, and others on Lead safety and risk.
 - c. Partner with other local and/or statewide agencies such as WIC clinics, pediatric events, Medicaid events, physician referrals, community gatherings to further education and awareness of the program.
 - d. Collaborate with the program and other community agencies to organize and administer Community/Neighborhood Resource Fairs at least one (1) event in of the ten (10) Augusta, Georgia judications. To increase HCD's ability to deliver specified lead hazard control services to residents of the Augusta, Georgia and Richmond County area.
 - e. Participate in partner quarterly meetings.
 - f. Report monthly reports information with support such as but not limited to:
 - i. Track and report event participation to HCD program staff through the required reporting system according to standard.

Recommendation of Award RFQ Item #23- 229 Lead Hazard Reduction December 18, 2023

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Secure sound professional services from a Medical Service organization to support the RFQ Item #23-230 Lead Hazard Reduction Program

Thank you again, and if you have any questions or concerns, please do not hesitate to give me a call at (706) 821-1797.

COMMENTS:

**MCG HEALTH MEDICAL CENTER
1103 15TH STREET
AUGUSTA, GA 30901**

**AUGUSTA UNIVERSITY MEDICAL CENTER
1120 15TH ST.
AUGUSTA, GA 30912**

**GEORGIA ACT AND HEALTHCARE
SERVICES
2049 METROPOLITAN PKWY SW #5926
ATLANTA, GA 30315**

**UNIVERSITY PRIMARY CARE –
SWEETWATER
107 WALNUT LN SUITE 101
NORTH AUGUSTA, SC 29860**

**MAINSTREET FAMILY CARE
3910 WASHINGTON RD., SUITE B
AUGUSTA, GA 30907**

**AUGUSTA UNIVERSITY
ATTN: JAMES HAWKINS
987 ST. SEBASTIAN WAY, EC-4348
AUGUSTA, GA 30912**

**SOUTHERN FAMILY MEDICAL CENTER
3736 MIKE PADGETT HWY #A
AUGUSTA, GA 30906**

**NOVA MEDICAL CENTERS
3205 DEANS BRIDGE ROAD #9
AUGUSTA, GA 30906**

**CENTER FOR OCCUPATIONAL
MEDICINE
2215 TOBACCO RD.
AUGUSTA, GA 30906**

**PIEDMONT OCCUPATIONAL HEALTH
2260 WRIGHTSBORO RD.
AUGUSTA, GA 30904**

**REGIONAL MEDICAL GROUP
2090 PRINCE AVE.
ATHENS, GA 30606**

**CENTER FOR PRIMARY CARE
3614 J DEWEY GRAY CIRCLE
AUGUSTA, GA 30909**

**EAST GEORGIA INTERNAL MEDICINE
811 13TH STREET
AUGUSTA, GA 30901**

**MEDICAL ASSOCIATES PLUS
2467 GOLDEN CAMP RD.
AUGUSTA, GA 30906**

**UNIVERSITY MEDICAL GROUP
PRIMARY CARE
820 SAINT SEBASTIAN WAY
AUGUSTA, GA 30901**

**NORTH ATLANTA PRIMARY CARE
WEST PACE
3200 DOWNWOOD CIR NW 200 200,
ATLANTA, GA 30327**

**PROMPT CARE-UNIVERSITY MEDICAL
CENTER
925 MEIGS ST., APT. 101
AUGUSTA, GA 30904**

**RICHMOND COUNTY HEALTH
DEPARTMENT
950 LANEY WALKER BLVD.
AUGUSTA, GA 30901**

**HAWTHORNE WELCHER
AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**

**DARRELL GRANT
AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**

**PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT**

April Payne

From: bidnotice.donotreply@doas.ga.gov
Sent: Tuesday, October 24, 2023 1:43 PM
To: Tywana Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000010

Dear Tywana Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2023-000000010
Event Title: 23-230 Medical Services for Lead Grant Hazard Reduction Program
Event Type: Non-State Agency

Process Log
2023/10/24 13:37:23 : Log starts for - 2816951 - EVENT_RELEASE_TO_SUPL
2023/10/24 13:37:27 : Email Process Log for the Event#: PE-72155-NONST-2023-000000010
2023/10/24 13:37:27 : Email Batch# 2310242328
2023/10/24 13:37:27 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/10/24 13:42:51 : Total No of Contacts found for sending Email: 938
2023/10/24 13:42:51 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000010&sourceSystemType=gpr20>

10/24/2023 01:42:51 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier 	Download Date
Dodge Data	10/24/2023
Onvia, Inc. - Content Department	10/24/2023
RYZE UP2 IT SERVICES	11/04/2023
Supplemental Health Care	10/24/2023

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
23-230_RFQ	Bid Document / Specifications	View History

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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



Administrative Services Committee

Meeting Date: February 11, 2025

Motion to reject unsolicited proposal #24-000

Department:	Procurement / Recreation and Parks
Presenter:	Darrell White / Tameka Williams
Caption:	Motion to reject the unsolicited proposal for the revitalization of the Dyess Park Community Center
Background:	<p>, Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals. The deadline for the unsolicited proposal was March 31, 2024. Augusta received an unsolicited proposal from Historic Augusta, Inc. and Augusta Epic, LLC for the revitalization of the Dyess Park Community Center.</p> <p>Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal. The proposal was reviewed by an evaluation committee, including representatives from Recreation and Parks, Housing and Community Development Department, Planning and Development Department, Central Services Department, Finance, and Central Services, and the Administrator's Office. After a thorough review, the evaluation committee recommends rejecting the proposal.</p> <p>The Commission approved the concept plan for Dyess Park on December 5, 2023 item #7. The approval was to continue with the preliminary and final design process, and to prepare for the demolition, removal, or preservation of the existing defunct community center.</p>
Analysis:	<p>The unsolicited proposal to preserve the community center within Dyess Park is recommended for rejection in favor of following the established park design plan. Community feedback has consistently shown a preference for removing the center, and the proposal fails to demonstrate how it would integrate with the park's overall design and function. Financial concerns also arise, as restoration costs appear underestimated, no secondary funding source has been identified, and the operating budget lacks provisions for essential expenses beyond insurance. Additionally, the proposal introduces land use and liability issues, as commercial use would require additional parking and agreements with the City, posing administrative challenges. The project's viability is further questioned due to vague details regarding its intended use, timeline, and potential tenants, which could lead to higher costs and uncertainty. Lastly, the proposal risks compromising the park's mission to remain an accessible public space by introducing private commercial interests.</p>

Financial Impact:	Accepting the proposal could result in significant financial strain due to underestimated restoration costs, lack of secondary funding, and an insufficient operating budget. Additional expenses, such as tenant build-out, maintenance, and utilities, may exceed projections, creating long-term financial burdens and diverting resources from other park priorities.
Alternatives:	N/A
Recommendation:	Reject the unsolicited proposal in favor of following the established park design plan.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Unsolicited proposals for qualifying projects will be received by Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Geri A. Sams, Director
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street – Suite 605
Augusta, Georgia 30901

Please submit six (6) copies: Five (5) bound and One (1) unbound copy of the proposal.

All questions must be submitted in writing by fax to 706 821-2811 or by email to unsolicitedproposal@augustaga.gov to the office of the Procurement Department. No Unsolicited Proposal will be accepted by fax, all must be received by mail or hand delivered.

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”). Proposals should be prepared simply and economically, providing a concise description of the proposer’s capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

Note: “**Unsolicited Proposal**” means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

Process and procedures concerning unsolicited proposals can be found:

www.augustaga.gov/unsolicitedproposal

Publish:

Augusta Chronicle: November 16, 23, 30 December 7, 14, 21, 28, 2023

Metro Courier: November 16, 2023



Unsolicited Proposal Evaluation Form 24-000

Evaluation Committee Review

Unsolicited Proposal Number: UP# 24-000

Project Name: Proposal for Revitalization of Dyess Park

Date of Evaluation: 6/25/2024 Recommendation Date to Committee: 6/25/2024

The Evaluation Committee and Independent Advisors shall perform the following financial review and analysis of the unsolicited proposal:

	PASS	FAIL
(a) A cost-benefit analysis;		X
(b) Evaluation of the public need for or benefit derived from the qualifying project;		X
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;		X
(d) Evaluation of the source of funding for the project;		X
(e) Consideration of plans to ensure timely development or operation;		X
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and		X
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.		X
TOTAL	0	7

Cumulative Evaluation	Independent Auditors: N/A
------------------------------	-------------------------------------

Comments: The Committee's Recommendation is to reject the Unsolicited Proposal

Proposed Revitalization of Dyess Park Fire Station

BY: Historic Augusta, Inc and Augusta Epic, LLC

Location : 902 James Brown Blvd, Augusta, Ga 30901



(a) Project description

(i) Provide a description of the project:

Location: 902 James Brown Blvd., Augusta, GA 30901

Conceptual Design of such facility

We are thrilled about the opportunity to preserve a significant piece of Augusta's history—The Fire Station at Dyess Park. This property is a contributing building to the Laney Walker Historic District that continues to stand as a local landmark for nearly 135 years. Saving the Fire Station will promote recent city and county enhancement initiatives that already have a track record of positively transforming Downtown Augusta. Allowing the renovation and preservation of the Fire Station will benefit the City and the neighborhood.

If given this chance, we pledge to cooperate with the City and the Laney Walker neighborhood to use private funds to revitalize the building, ensuring its continued alignment with upcoming improvements to Dyess Park and the Laney Walker Historic District.

Conceptual Plan Reference Exhibit #A

(ii) Identify and fully describe the scope of work to be performed by the purposers with enough detail to allow an analysis by Augusta, GA

Historic Augusta has partnered with Augusta Epic, LLC—a local property development company to submit this Unsolicited Proposal. This working arrangement will allow a partnership that contributes knowledge and assets in an effort to preserve this landmark building.

We intend to utilize private funds to immediately stabilize the building with plans to renovate it for commercial occupancy that is complementary to the park—in exchange for eventual transfer of deed to Historic Augusta.

Several local companies have shown interest in renting the first floor of the Fire Station. Types of businesses include: cafe, clinic, events company, media company. Please note that these companies are awaiting approval of this proposal before committing to a lease agreement.

We are submitting this Unsolicited Proposal as requested by Takiyah Douse. We are presenting two proposals (Proposal A, Proposal B) for the City's consideration. Please keep in mind that they are just a starting point and we are eager to collaborate with the City Administrator to address additional details.

(iii) Identify and fully describe any work to be performed by Augusta.

This plan does not use City funds towards the renovation and maintenance of the Fire Station. In compliance with this request, we are submitting this joint plan from Historic Augusta Inc. and Augusta Epic LLC, a qualified and experienced developer, to provide two alternatives to demolition which will allow the renovation and use of this structure in a manner that is complementary to the park.

On January 5, 2024, Historic Augusta was advised by the City Attorney, Rachel Mack that a proposal may be acceptable that is similar to the one utilized by the City and Historic Augusta to allow for the development of the Augusta Jewish Museum. We hope that the City can successfully redesign its plans for the Dyess Park with the two hundred thousand dollars that was budgeted for demolition.

We are requesting that the City show leniency with commercial parking space variance - and a new property line that is inclusive to landscaping and curved wall developed in 2012.

(iv) Identify any anticipated adverse social, economic, and environmental impacts of the project

Renovating the historical Fire Station is a way of honoring the community. Improving and repurposing the property to attract new visitors to Dyess Park may discourage intoxicated individuals from lingering near the playground; thereby, making the area more appealing to families.

The abatement of lead paint and asbestos within the park contributes to a significant reduction in its overall toxicity levels. This proactive measure enhances the safety and well-being of park visitors and surrounding ecosystems by eliminating harmful substances, thereby creating a healthier and more environmentally friendly space.

Enhancing Dyess Park could lead to increased property values in the surrounding area, prompting concerns about potential displacement of lower-income residents due to rising housing costs. However, supporting a local business in the park could symbolize hope, showcasing that success is attainable for everyone.

(v) Identify the project positive social, economic, and environmental impacts of the project.

The Fire Station at Dyess Park is a contributing building to the Laney Walker Historic District that continues to stand as a local landmark after nearly 135 years.

Saving the Fire Station will promote positive social, economic, and environmental change—supporting the recent city and county enhancement initiatives that already have a positive track record of evolving Downtown Augusta.

The beautification and repurposing of the Fire Station will not only attract a new clientele to Dyess Park but also enhance the overall quality of life for residents and visitors. As the park becomes a more inviting space, families and community members can enjoy recreational activities in a safer and more pleasant environment.

Moreover, the revitalization efforts are likely to contribute positively to the local economy by increasing property values and attracting businesses to the area. This economic growth can lead to job opportunities, stimulate further development, and increase property and sales tax. We want to help bring people to the area who will enjoy the park and evolve the community for the better.

We are committed to finding tenants that compliment the evolution of Dyess Park and the Laney Walker Historic District. We are in communication with several community based businesses who are interested in renting this space: cafe, clinic, events company, media company. Each of these community based companies are founded and operated in Augusta and are an example of positive change to the City.

Historic Augusta has partnered with Augusta Epic, LLC—a local property development company to submit this Unsolicited Proposal. This working arrangement will allow a partnership that contributes knowledge and assets in an effort to preserve this landmark building. We believe that we are in good hands with Augusta Epic, LLC because they hire local talent who have a passion for breathing new life into properties.

Additionally, the potential rise in property values could empower existing residents and improve their financial well-being. The increased foot traffic may also support local businesses, fostering a vibrant and thriving community. In summary, the positive impacts of renovating Dyess Park extend beyond the immediate beautification, enriching the community socially, economically, and environmentally.

(vi) State assumption related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the August's use of the project.

Preserving a historic fire station involves various considerations related to ownership, legal liability, law enforcement, and project operation. In this case, possible ownership remains with the city of Augusta, which underscores the significance of understanding the city's role and responsibilities in preserving the historic site. This may involve collaborative efforts with local government authorities and adherence to municipal regulations governing the ownership and preservation of historical landmarks.

Legal liability, on the other hand, is assumed to fall onto the leasers of the property, namely Historica Augusta and Augusta Epic, LLC. This implies that these entities bear the responsibility for addressing legal aspects such as safety, compliance with preservation regulations, and any potential liabilities associated with the preservation efforts. Engaging legal experts and ensuring that leases explicitly outline these responsibilities is crucial for a clear and legally sound arrangement.

Law enforcement considerations in preserving the historic fire station involve measures to secure the site and prevent unauthorized access. Collaborating with local law enforcement agencies can enhance the security infrastructure and safeguard the historical significance of the fire station. This collaborative effort may include the establishment of security protocols, surveillance systems, and community engagement to foster a sense of shared responsibility for the preservation of the site.

Regarding the operation of the preservation project, a strategic plan is necessary. This includes addressing funding mechanisms, community engagement initiatives, and ongoing maintenance efforts. The involvement of Historica Augusta and Augusta Epic, LLC. as leasers adds a layer of responsibility in ensuring the successful and sustainable operation of the preservation project.

Furthermore, the project involves specific requests, such as seeking a parking space requirement variance from the City of Augusta. This suggests a proactive approach to addressing practical considerations related to the site's accessibility. Additionally, the request for a new property line inclusive of landscaping and a curved wall indicates a commitment to enhancing the aesthetic and structural aspects of the site, contributing to a comprehensive preservation effort.

In summary, the preservation of the historic fire station involves navigating complexities related to ownership, legal liability, law enforcement, and project operation. Collaboration with relevant stakeholders, adherence to legal frameworks, and addressing specific requests demonstrate a dedicated and meticulous approach to the responsible preservation of this significant historical landmark

(b) PROJECT FEASIBILITY STATEMENT

(i) A feasibility statement that includes:

Historic Augusta and Augusta Epic, LLC have visually assessed the property through multiple walkthroughs, and we are well-prepared for the inherent challenges of dealing with an old building. We are confident that successfully rehabilitating the Fire Station is feasible.

The building shows signs of a roof leak and therefore water damage: structural damage to the second-level floor, and first-floor break room, and overall building electrical system. These fall under the needs of a standard rehabilitation project. As we commence work and open walls, we

acknowledge the potential discovery of additional issues, and we are fully equipped to address them.

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

The current property interest is City of Augusta. If this proposal is successful the City will grant the property interests to Historic Augusta in a typical real estate transaction.

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

- Approval from City Council for transaction
- Approval from City Administrator
- Parking Variance
- Construction/Building Permits

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

None

(ii) Provide a list of any contingencies that must occur for the project to be successful.

- Approval from the City
- Construction Permit required for renovation
- Contain costs to within budget for renovation
- Lease the space after Renovation

(iii) Provide a list of any other assumptions relied on for the project to be successful.

If the above contingencies are fulfilled no other assumptions are necessary for success.

(iv) Provide information relative to ongoing maintenance and operational costs after the project is completed.

After the major renovation that we have planned the amount of ongoing maintenance will be minimal for the first 5 years. Standard HVAC service, lawn care, annual roof inspections, pest control will all be on a schedule over the course of a year. After that, any major work needed IE brick maintenance, roof repair, replacing of water heater ect will be paid for out of the capital reserve fund build up from the monthly rent payments over the first 5 years.

Estimated Annual Operational Costs:

Taxes - TBD

Insurance - \$5000

(c) PROJECT SCHEDULE

(i) A schedule for initiation, construction, and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity.

Proposed Schedule

Transfer Date - TBD

Month 1 — Repair roof, assess floor damage, meet with architects

Month 2 — Apply for construction permit

Month 4 — Stabilize structure

Month 5 — Begin interior renovation

Month 8 — Begin marketing commercial space for lease

Month 10 — Finish interior renovation

Month 14 — Sign lease for first tenants

All responsibility for the City ends with transfer of property

(ii) A schedule for obtaining all federal, state, and local permits and approvals required for the project.

The only permits needed are regular renovation permits from the City Permit office, as with any other building renovation. In the past they have returned permits with 1 month of application.

(iii) Identify the proposed schedule for strategies or actions to mitigate known impacts of the project.

We have identified 1 negative impact to the City. The plans for the front corner of the Dyess Park Redevelopment will require expense to slightly alter the plans.

- To mitigate this simple change we suggest reallocating the \$200,000 budget for demolition of the Fire Station towards change costs.

(iv) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

We are not planning a phased opening.



Exhibit A. Concept drawing. Possible co-working on the first floor. Types of businesses include: clinic, cafe, events company, media company. Please note that companies are awaiting approval of this proposal before committing to a lease agreement.

(d) PROJECT FINANCING PLAN

(i) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; and description of user fees, lease payments and other service payments over the term of the proposed comprehensive agreement (as defined in the PPFIA); and a methodology and circumstances for changes to such user fees, lease payments and other service payments over time.

We propose to use \$375,000 cash on hand for the majority of the project expenses. There is a \$150,000 contingency fund available via private financing guaranteed by the Principles of Augusta Epic, LLC. It is interest only at 6% interest.

For proof of funds details please see Exhibit C attached at the end of document.

Anticipating a lease rate of \$10 per sq ft the initial lease would generate \$25,000 in income per year. With continued growth in the area that income would rise in the near future, 3-5 years.

(ii) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

In consultation with a general contractor, based on walk throughs and photos, the estimate for work is as follows:

Roof joist work		\$30,000.00
New floor		\$60,000.00
Electric		\$30,000.00
Down bath		\$15,000.00
Break room		\$6,000.00
Cement floor		\$18,000.00

Demo		\$15,000.00
Windows		\$9,000.00
Painting		\$15,000.00
Landscaping		\$5,700.00
Court yard		\$15,000.00
Door opening		\$24,000.00
Lighting		\$4,500.00
Plumbing		\$6,000.00
Permita		\$3,000.00
Professional fees		\$15,000.00
GC		\$15,000.00
Roof		\$3,000.00
Rough Total		\$295,200.00
General Const Contencency		\$73,800.00
Management Fees		\$28,920.00
TOTAL		\$375,960.00

(iii) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required containing enough detail to allow an analysis by the local government of the financial feasibility of the proposed project. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Identify the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

Proposed Financial Schedule

Transfer Date - TBD	1%	\$3,690
Month 1 — Repair roof, asses floor damage, meet with architects	3%	\$11,070
Month 2 — Apply for construction permit	1%	\$3,690
Month 4 — Stabilize structure	25%	\$90,000
Month 5 — Begin interior renovation	20%	\$76,050
Month 8 — Begin marketing commercial space for lease	1%	\$3,690
Month 10 — Finish interior renovation	40%	\$247,600
Month 14 — Sign lease for first tenants	9%	\$33,210

Staffing needed— Augusta Epic partners Tobin Hagler and Christopher Junkin will work with Historic Augusta by managing the project and delivering the renovated and rented building. We have a local team of contractors and craftsman who we plan on utilizing.

(iv) Provide a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

Element 1

Save the Fire Station from unneeded demolition.

- We are assuming that the City does not want to remove this amazing piece of history but has realized that the usefulness as a public building has ended.
- We assume that the cost associated with redrawing a small portion of the Dyess Park Revitalization Plan will cost less than the \$200,000 earmarked for demolition costs, thus saving money as well as the historical building.

Element 2

Transfer the responsibility of the structure to Historic Augusta, Inc and its partner Augusta Epic, LLC

- Assuming that the City does not want to continue to be responsible for the Fire Station then a team of Historic Augusta and Augusta Epic is needed to step forward.
- Assuming that the standard practice of real estate transactions can be followed, the transfer of responsibility should be simple.

Element 3

Renovate the building into a useable commercial space

- We are assuming that with our combined expertise and experience that the needed work can be planned and executed.

Element 4

Return the building to the community on a whole as a usable commercial space that will be a historic reminder of the past and a bright spot for the neighborhood moving into the future.

- Preserving the historic Dyess Park Fire Station is expected to bring positive social change, boosting community engagement and pride. When making changes, consider the whole community. We view the community as a whole when considering changing a physical structure.
- Showcasing the Fire Station's history honors first responders and community leaders, adding to the community's story. Adding an educational opportunity for local tourism, further enriching the experience of visiting Dyess Park.
- Preserving the Fire Station and allowing a local business to occupy the space will contribute to a safer environment. Having a tenant on-site helps keep an eye on the property, ensuring safety, even if this is only during business hours. It's all about making the area secure and enjoyable for everyone, establishing an occupied space for families and community activities, all while prioritizing safety.
- Beautification of the Dyess Park Fire Station will create a more inviting space for families and community members, fostering recreational activities in a safer and pleasant environment.

We have a goal of there being little to no financing involved in the project. If the final funds need to be financed they will be at 6% interest only for the life of the loan with principle payments made each month to pay the amount back within 5 years.

(v) Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the local government's credit or revenue.

We are NOT requesting any local, state, or federal resources for this project. The total commitment requested from the City is to negotiate in good faith the details of transfer of the property.

(vi) Identify the amounts and the terms and conditions for any revenue sources.

All revenue will come from the commercial lease or leases derived from the property. The exact terms have not been decided on but the estimated rent initially has been discussed at \$25,000-\$35,000 per year.

(vii) Describe a proposed allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

There is a timing contingency built into our schedule. We do not anticipate working beyond the agreement's completion date. We feel strongly that with the team in place and the money to spend the project will be completed in a timely manner.

(viii) Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

Not Applicable

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and leaseback transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law.

Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease

shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

PROPOSAL A

Lease building from City for 3 years (Similar agreement to Augusta Jewish Museum)

- After lease terms are met, property transfers to Primary Lessee (Historic Augusta, Inc.)
- Lease amount \$300 monthly, commencing after signing of sub-tenant commercial lease of monthly rent >\$1000
- Benchmarks to be completed within 3 year term
 - 1) Repair roof
 - 2) Renovate the property
 - 3) Execute a commercial lease (Priority given to Non Profit and other community focused groups)
 - 4) Create memorial garden dedicated all the past fire fighters of Fire Company Number 2, and other Community leaders
- Request parking space requirement variance
- Requesting a new property line inclusive of landscaping and curved wall (Exhibit B.).
- Guarantee no vacant building after the renovation is complete, via owner occupant private office until commercial lease executed
- If City fails to transfer property after completion of terms, all costs incurred plus 10% will be reimbursed

PROPOSAL B

Augusta Epic, LLC will purchase property for \$75,000 as is with commercial zoning

- Begin work with-in 30 days of closing
- Request parking space requirement variance
- Requesting a new property line inclusive of landscaping and curved wall (Exhibit B.).
- Guarantee no vacant building after the renovation is complete, via owner occupant private office until commercial lease executed
- Guarantee priority given to Non Profit and other community focused groups
- Guarantee no vacant building after the renovation is complete, via owner occupant private office until commercial lease executed

Consideration for betterment of Community

- a) Offer building pro-bono for an annual fundraiser event in support of first responders in the community
- b) Create a memorial garden dedicated to all the past fire fighters of Engine Company Number 2, and other community leaders

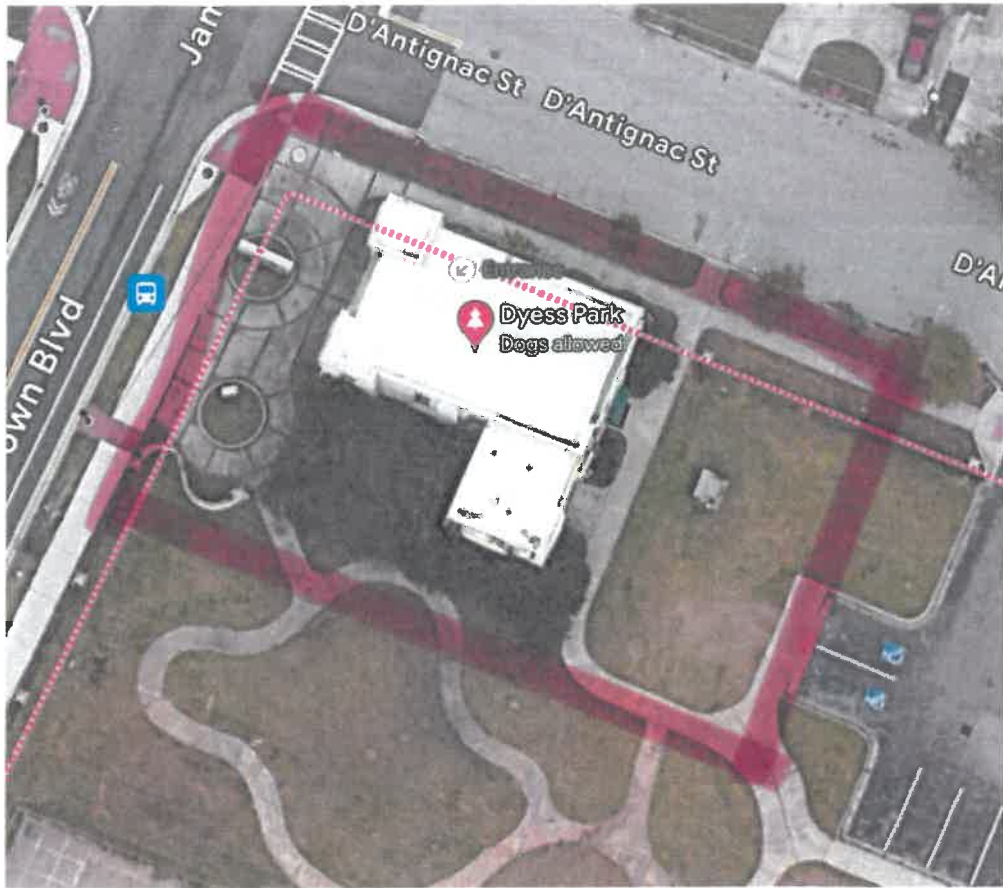


Exhibit B. New Property Line marked by red color rectangle. This extended property line is inclusive of landscaping and curved wall along James Brown Blvd.

(e) BUSINESS CASE STATEMENT

(i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including

relevant cost, quality, methodology, and process for identifying the project and time data.

Business Case Statement: Revitalization of Dyess Park Fire Station

The project aims to save and repurpose the historic Fire Station at Dyess Park, a contributing building to the Laney Walker Historic District in Augusta. Collaboratively undertaken by "Historic Augusta" and "Augusta Epic, LLC" the initiative seeks to promote positive social, economic, and environmental change while preserving a local landmark with a history spanning nearly 135 years.

Direct and Indirect Benefits:

Social Impact:

- Preserving the historic Dyess Park Fire Station is expected to bring positive social change, boosting community engagement and pride. When making changes, consider the whole community. We view the community as a whole when considering changing a physical structure.
- Showcasing the Fire Station's history honors first responders and community leaders, adding to the community's story. Adding an educational opportunity for local tourism, further enriching the experience of visiting Dyess Park.
- Preserving the Fire Station and allowing a local business to occupy the space will contribute to a safer environment. Having a tenant on-site helps keep an eye on the property, ensuring safety, even if this is only during business hours. It's all about making the area secure and enjoyable for everyone, establishing an occupied space for families and community activities, all while prioritizing safety.
- Beautification of the Dyess Park Fire Station will create a more inviting space for families and community members, fostering recreational activities in a safer and pleasant environment.

Economic Growth:

- The restoration of the Fire Station aims to attract businesses to the area, creating a dynamic commercial district that contributes to local economic growth.
- Preserving and repurposing the historic Fire Station fosters community cohesion—by creating a central gathering point for community engagement and social interactions.
- A catalyst for the evolution of the area, this project attracts new businesses that can thrive in the unique charm of the revitalized area—stimulating job creation, fostering employment opportunities, and encouraging local spending, resulting in a more vibrant and prosperous community.

- Saving the historic Fire Station is poised to increase property values, enhancing the overall economic landscape of the community.

Community-Based Tenants:

- Our commitment to securing community-based tenants compliments the vision for the improved Dyess Park.
- Carefully chosen tenants, ensures that the revitalized Fire Station becomes a true asset to the community. A number of Augusta based companies are already part of the conversation behind the scenes and are interested in supporting this project—cafe, clinic, events company, media company, to name a few.
- Including Augusta companies as tenants not only serves as a source of inspiration for aspiring entrepreneurs but also supports the sustainability and longevity of the revitalized park by fostering a sense of pride and enriched connection with the local community.

Partnership with Augusta Epic, LLC:

- Collaboration with Augusta Epic, LLC, a local property development company, ensures a partnership that combines knowledge and assets for the preservation of the landmark building.
- Augusta Epic, LLC's track record of hiring local talent aligns with the vision of breathing new life into properties, instilling confidence in the success of the project.

Empowering Existing Residents:

- The potential rise in property values is expected to empower existing residents, improving their safety and financial well-being.
- Increased foot traffic may support local businesses, fostering a vibrant and thriving community.

Quality, Methodology, and Process:

Quality Assurance:

- Preservation of the historic Fire Station will adhere to strict quality standards to ensure cultural significance of the landmark.

Methodology:

- Renovation efforts will follow a comprehensive methodology, addressing first structural aspects to ensure the longevity of the unique space.

Process for Identifying Project and Time Data:

- This project involves a collaboration between Historic Augusta and Augusta Epic, utilizing their expertise in historical preservation and property development.

- A well-defined timeline will be established once a proposal has been agreed to between the proposer's and the City; incorporating key milestones and deliverables to ensure the project's timely completion.

Conclusion: The revitalization of Dyess Park Fire Station goes beyond a mere restoration project, encompassing a holistic approach to positively impact the community socially, economically, and environmentally. The collaboration between Historic Augusta and Augusta Epic, LLC, along with the commitment to community-based tenants, reflects a strategic initiative that aligns with the city and county enhancement initiatives for Downtown Augusta.

(ii) Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.

Beneficiaries and Community Impact Analysis for Dyess Park Fire Station Revitalization

Beneficiaries:

The primary beneficiaries of the Dyess Park Fire Station revitalization project include:

Local Residents:

- **Empowerment through Economic Opportunities:** Explore potential employment and business opportunities that can empower individuals, enhancing their financial well-being.
- **Potential Rise in Property Values:** Consider the possibility of an increase in property values, contributing to the overall economic well-being of the community.
- **Overall Community Prosperity:** The pursuit of economic opportunities and the potential rise in property values can lead to a thriving and prosperous community, benefitting residents and businesses alike.
- **Prospective Tenants:** Community-based businesses, such as cafes, clinics, events companies, and media companies, will find a conducive space to operate, contributing to their growth and success.
- **Local Workforce:** Hiring local talent for the renovation project creates job opportunities, supporting the livelihoods of individuals within the community.

How They Will Benefit:

Social Enhancement:

- The preservation of the Fire Station is expected to bring positive social change, boosting community engagement and creating opportunity for commerce.
- Showcasing the Fire Station's history honors first responders and community leaders, adding an educational aspect for local tourism, further enriching the experience of visiting Dyess Park.
- Repurposing of the Fire Station will create a more inviting space for families and community members, fostering recreational activities in a safer and pleasant environment.
- The potential rise in property values is expected to empower existing residents, improving their safety and financial well-being.
- Increased foot traffic may support local businesses, fostering a vibrant and thriving community.

Economic Empowerment:

- Saving the Fire Station comes without cost to the City. This project is supported by private funds.
- Existing residents stand to benefit from potential rises in property values, leading to improved financial well-being.
- Local businesses, including prospective tenants like cafes, clinics, events companies, and media companies, can thrive, stimulating economic growth and job creation.
- The restoration of the Fire Station aims to attract businesses to the area, creating a dynamic commercial district that contributes to local economic growth.
- The commitment to securing community-based tenants ensures that the revitalized Fire Station becomes a true asset to the community, contributing to sustainability and longevity.

Job Opportunities:

- The local workforce will gain employment opportunities during the construction, renovation, and operational phases of the project.
- This project acts as a catalyst for the evolution of the area, attracting new businesses that stimulate job creation and foster employment opportunities.
- Carefully chosen tenants, including Augusta-based companies, not only serve as a source of inspiration for aspiring entrepreneurs but also support the sustainability and longevity of the revitalized park, fostering a sense of pride and connection within the local community.

Community, Region, or State Impact:

Community Transformation:

- The project contributes to the positive evolution of Augusta, aligning with city and county enhancement initiatives.
- Improved aesthetics and functionality of Dyess Park Fire Station will attract a diverse clientele, further enriching the community fabric.

Economic Growth:

- Increased property values and the attraction of businesses contribute to economic growth, benefitting the region as a whole.
- The project's life cycle fosters sustained economic activity, leading to a vibrant and thriving local economy.

Cultural Preservation:

- Preservation of the historic Fire Station ensures the retention of cultural heritage, positively impacting the identity and character of the region.

Social Cohesion:

- The revitalized space serves as a focal point for community gatherings and activities, promoting social cohesion and a sense of belonging.

Consideration of Project Benefits:

Construction and Renovation Phase:

- Job creation and economic stimulation during the construction phase contribute to immediate benefits for the local workforce and businesses.

Operational Phase:

- Long-term benefits include sustained economic growth, enhanced community well-being, and the preservation of cultural heritage.

In summary, the Dyess Park Fire Station revitalization project is poised to benefit a diverse range of stakeholders, fostering positive social, economic, and cultural impacts that extend beyond immediate construction and renovation phases, leaving a lasting legacy for the community, region, and state.

(iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.

Expected Public and Governmental Perspectives on the Dyess Park Fire Station Revitalization Initiative

Anticipated Public Support or Opposition

There are two known viewpoints to the incorporation of the fire station into the approved park plan.

- One side will be in favor of saving a landmark historic structure within the Laney-Walker Neighborhood. The structure has always served the community either as a fire station or a community center. By rehabilitating the structure for a private purpose that complements the park its legacy as a community asset will continue. Preservation is an important tool to maintain the community fabric and identity within an area.
- On the other side, there are those who want to see the demolition of the fire station. These opinions come from community residents who have been waiting for park improvements for years. Their reasons for wanting demolition are not for aesthetic reasons. It is because they do not want delays to the park improvement plan. These sentiments could be relieved if the rehabilitation of the fire station does not further delay the park improvement plan.

Anticipated Government Support or Opposition

- The Augusta-Richmond County Government has held two meetings with Historic Augusta. At each of these meetings, Commissioner Jordan Johnson and city staff expressed a desire to follow the wants of the constituents in the park area. The main takeaway from these meetings is that the city wants to execute a park improvement plan without delay. Government officials understand the history and significance of the structure but are unwilling to commit city resources towards its preservation beyond a small plaque or interpretation. Private investment can alleviate these issues and make the historic structure a city asset and show a city commitment to preserving the rich heritage of the Laney-Walker Neighborhood. Buildings like the historic Engine Company No. 2 help to provide a sense of place for residents and they cannot be replaced once they are demolished.

(iv) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

Engagement and Communication Strategy for the Dyess Park Fire Station Revitalization Project

The strategy to involve and inform various stakeholders, including the general public, business community, and governmental agencies in the project-affected areas, encompasses the following:

Community Engagement:

- Implementing a multifaceted approach to engage the general public through town hall meetings, community forums, and information sessions.
- Establishing open channels for feedback to ensure the concerns and suggestions of residents are heard and considered in the decision-making process.

Business Community Interaction:

- Conducting targeted outreach to the business community through presentations, workshops, and networking events.
- Collaborating with local business associations and chambers of commerce to foster understanding and garner support for the project's economic benefits.

Governmental Agencies Collaboration:

- Initiating proactive communication with relevant governmental agencies to align the project with local policies and regulatory frameworks.
- Regular updates and consultations with agencies involved in zoning, environmental oversight, and historical preservation to address concerns and obtain necessary approvals.

Information Dissemination Plans:

Public Awareness Campaigns:

- Launching comprehensive public awareness campaigns through traditional and digital media channels.
- Utilizing press releases, social media platforms, and community newsletters to share project milestones, updates, and key information.

Interactive Website and Online Platforms:

- Developing an interactive project website with detailed information, visual representations, and a dedicated section for frequently asked questions.
- Utilizing online platforms for virtual engagement, including webinars, Q&A sessions, and interactive surveys to facilitate direct communication with stakeholders.

Collaborative Workshops:

- Organizing workshops and collaborative sessions with the business community to outline potential opportunities arising from the project.

- Facilitating dialogues to address concerns, understand business needs, and explore potential collaborations between the project and local enterprises.

Government Liaison Meetings:

- Scheduling regular meetings with relevant governmental agencies to provide updates on the project's progress, address regulatory considerations, and seek guidance.
- Establishing a transparent and collaborative relationship to navigate regulatory processes effectively.

Feedback Mechanism:

Implementing a robust feedback mechanism to gather input from all stakeholders, ensuring continuous improvement and responsiveness to evolving community and business needs.

In summary, the engagement and communication strategy for the Dyess Park Fire Station revitalization project focuses on inclusivity, transparency, and active collaboration with the aim of informing, involving, and garnering support from the general public, business community, and governmental agencies in the project-affected areas.

(v) Specify the strategies or actions to mitigate known impacts of the project.

Mitigation Strategies for Project Impacts

To address anticipated impacts of the Dyess Park Fire Station revitalization project, specific strategies and actions have been outlined:

Traffic Management:

- Implementing a comprehensive traffic management plan during the construction phase to minimize disruptions and enhance safety.
- Providing advanced notice to the community about potential road closures or diversions to manage traffic flow effectively.

Noise and Dust Control:

- Employing advanced construction technologies and practices to mitigate noise levels and control dust emissions.
- Scheduling noisy activities during off-peak hours and utilizing dust suppression measures to minimize environmental impact.

Community Outreach Programs:

- Establishing ongoing community outreach programs to keep residents informed about project timelines, potential inconveniences, and mitigation measures.

- Proactively addressing concerns and feedback through dedicated communication channels.

Environmental Conservation Measures:

- Implementing stringent environmental conservation measures, including the protection of surrounding green spaces, trees, and wildlife habitats.
- Utilizing eco-friendly construction materials and practices to minimize ecological impact.

Historical Preservation Oversight:

- Collaborating with historical preservation experts and organizations to ensure the careful restoration of the Fire Station while preserving its architectural and historical significance.
- Implementing protective measures to safeguard historical artifacts and features during construction.

Public Safety Measures:

- Installing clear signage and safety barriers around the construction site to ensure public safety.
- Collaborating with local law enforcement and emergency services to develop and communicate emergency response plans.

Business Continuity Support:

- Working closely with local businesses affected by construction activities to develop strategies for maintaining operations.

Community Benefits Program:

- Establishing a community benefits program that allocates amenities to offset any perceived negative impacts.
- Engaging in ongoing dialogue with community members to identify and prioritize desired community benefits.

Regular Impact Assessments:

- Conducting regular impact assessments throughout the project lifecycle to identify emerging challenges and adjust mitigation strategies accordingly.
- Soliciting continuous feedback from stakeholders to ensure adaptive and responsive project management.

In summary, the outlined strategies aim to proactively address and mitigate potential impacts associated with the Dyess Park Fire Station revitalization project, ensuring a harmonious integration within the community while minimizing disruptions and maximizing positive outcomes.

(vi) Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Augusta and whether the project is critical to attracting or maintaining competitive industries and businesses to Augusta or the surrounding region.

Anticipated Significant Benefits of the Dyess Park Fire Station Revitalization Project

The Dyess Park Fire Station revitalization project is poised to deliver substantial benefits to the community, region, and state, fostering positive economic conditions in Augusta. The anticipated significant benefits include:

Economic Growth and Vitality:

- The project is expected to stimulate economic growth in Augusta, with potential positive repercussions extending to the broader region and state.
- Increased economic vitality is anticipated through job creation, business development, and enhanced property values.

Job Opportunities and Employment Boost:

- Job opportunities created during the construction, renovation, and operational phases of the project will contribute to improved employment conditions in Augusta.
- The project's potential to attract businesses may lead to sustained job growth, further bolstering the local economy.

Enhanced Property Values:

- The revitalization efforts are likely to result in increased property values in the surrounding areas, benefiting homeowners and contributing to a more robust local real estate market.

Attraction of Competitive Industries:

- The project plays a pivotal role in attracting and maintaining competitive industries and businesses to Augusta and the surrounding region.
- The revitalized Fire Station's appeal may serve as a catalyst for attracting businesses aligned with the city's economic development goals.

Cultural and Historical Preservation:

- Preservation of the historic Fire Station contributes to the cultural and historical identity of Augusta, enhancing the city's unique character.
- The project ensures the retention of architectural and historical significance, enriching the cultural fabric of the community.

Positive Impact on Surrounding Businesses:

- The increased foot traffic resulting from the project is expected to benefit surrounding businesses, fostering a vibrant local commercial environment.

- Collaboration with community-based tenants, such as cafes, clinics, events companies, and media companies, adds to the positive ecosystem.

Community Well-being and Quality of Life:

- The revitalization of Dyess Park enhances the overall quality of life for residents and visitors.
- The improved aesthetics and recreational opportunities contribute to a safer, more pleasant environment, positively impacting community well-being.

Alignment with Development Initiatives:

- The project aligns with city and county enhancement initiatives, demonstrating a commitment to the strategic development goals of Augusta.
- It positions Augusta as an attractive destination for both residents and businesses seeking a dynamic and evolving community.

In summary, the Dyess Park Fire Station revitalization project is anticipated to bring about substantial and diverse benefits, ranging from economic growth and job opportunities to cultural preservation and community enhancement. The project's critical role in attracting and maintaining competitive industries underscores its significance in shaping Augusta's economic future.

(vii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan.

Alignment with Local Planning and Government Spending Initiatives

The Dyess Park Fire Station revitalization project is in harmony with various local planning frameworks and government spending initiatives. This alignment is evident in its compatibility with:

Local Comprehensive Plan:

- The project seamlessly integrates with the objectives outlined in the local comprehensive plan, contributing to the envisioned development and enhancement of Augusta.
- By addressing key aspects such as community well-being, economic growth, and cultural preservation, the project aligns with the overarching goals of the comprehensive plan.

Local Infrastructure Development Plans:

- The revitalization project will comply with local infrastructure development plans, ensuring that the enhancements to Dyess Park Fire Station are accompanied by complementary infrastructure improvements.
- Coordination with infrastructure development initiatives guarantees a holistic approach, maximizing the positive impact on the community.

Capital Improvements Budget:

- The project aligns with the capital improvements budget because it comes at not cost to the city. We are using private funds for this project.
- Strategic allocation of resources ensures that the project aligns with the budgetary constraints while delivering substantial returns on investment.

Government-Spending Plan:

- The revitalization initiative is congruent with broader government-spending plans, reflecting a commitment to responsible resource allocation and strategic investment.
- We project that by saving the Fire Station that the City will save on the cost of demolition—roughly \$200,000.

Regulatory Compliance:

- The project ensures compliance with local regulations and zoning requirements, demonstrating a commitment to responsible and lawful development.
- Adherence to regulatory frameworks further reinforces the project's compatibility with government guidelines and standards.

Community Input Integration:

- Integration of community input and feedback into the project's planning and execution processes reflects a commitment to democratic governance and participatory decision-making.
- By incorporating community perspectives, the project aligns with the principles of transparency and inclusivity advocated by local government.

In summary, the Dyess Park Fire Station revitalization project is intricately aligned with the local comprehensive plan, infrastructure development plans, capital improvements budget, and broader government-spending initiatives. This alignment underscores the project's commitment to contributing positively to Augusta's development while adhering to established regulatory and fiscal frameworks.

(viii) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data

Details of Proposer's Cost, Quality, Methodology, and Process for Project Identification and Timeline

The proposer offers pertinent information on the cost, quality, methodology, and process associated with the Dyess Park Fire Station revitalization project, as well as the anticipated time frame. Key details include:

Cost Considerations:

- The proposer provides a comprehensive breakdown of costs associated with the revitalization, encompassing construction, renovation, and operational phases.
- Transparent cost projections and budget allocation ensure clarity on financial aspects throughout the project lifecycle.

Quality Assurance:

- The proposer outlines rigorous quality assurance measures, emphasizing the preservation of historical and architectural integrity during the restoration process.
- Adherence to high-quality standards is a cornerstone of the proposal, ensuring the longevity and authenticity of the revitalized Fire Station.

Methodology Overview:

- A detailed methodology is presented, covering both aesthetic and structural aspects of the revitalization.
- The proposer employs advanced construction technologies and eco-friendly practices to mitigate environmental impact and enhance project sustainability.

Process for Project Identification:

- The proposer elucidates the process undertaken to identify and conceptualize the Dyess Park Fire Station revitalization project.
- Collaboration between Historic Augusta and Augusta Epic, LLC, involving their expertise in historical preservation and property development, is highlighted as a strategic approach.

Timeline and Project Duration:

- A well-defined timeline is provided, delineating key milestones and phases throughout the project's lifecycle.
- Anticipated durations for construction, renovation, and operational phases are outlined, ensuring a clear understanding of the project's timeframe.

Community Engagement Process:

- The proposer emphasizes a community-centric approach, detailing the process of engaging with the public, businesses, and governmental agencies.
- Proactive communication channels are established to gather feedback, address concerns, and ensure inclusivity in decision-making.

Government Collaboration:

- Collaboration with relevant governmental agencies is highlighted, showcasing a commitment to regulatory compliance and adherence to local policies.
- The proposer engages in ongoing communication to navigate regulatory processes effectively, ensuring a smooth approval and implementation journey.

Continuous Improvement Mechanism:

- The proposal includes mechanisms for continuous improvement, with regular impact assessments and stakeholder feedback loops.

- Adaptive strategies are outlined to address emerging challenges and ensure the project remains responsive to evolving community and regulatory needs.

In summary, the proposer furnishes comprehensive details on cost, quality, methodology, and the process involved in identifying and executing the Dyess Park Fire Station revitalization project, along with a well-defined timeline for project completion.

(f) CONTACTS

(i) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal.

Erick Montgomery, Executive Director, Historic Augusta, Inc.

Email: Erick@HistoricAugusta.org

Phone: 706.724.0436

Address: P.O. Box 37

Augusta, Georgia 30903-0037

Tobin Hagler, Co-Founder Augusta Epic

Christopher Junkin, Co-Founder Augusta Epic

Email: AugustaEpic@gmail.com

Phone: 404-247-3667

Address: 1111 Florence St

Augusta, Ga 30904

(ii) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.

(iii) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.

Identification of Legal and Organizational Structure of the Proposal

The proposing team comprises two key entities: Historic Augusta, Inc., represented by Erick Montgomery, and Augusta Epic, LLC, co-founded by Tobin Hagler and Christopher Junkin. The legal and organizational structures are outlined as follows:

1. Historic Augusta, Inc.:

- Legal Structure: Private, nonprofit membership organization.
- Organizational Mission: To preserve historically or architecturally significant sites in Augusta and Richmond County, Georgia.
- Executive Director: Erick Montgomery.
- Contact Information:
 - Email: Erick@HistoricAugusta.org
 - Phone: 706.724.0436
 - P.O. Box 37, Augusta, Georgia 30903-0037.
- Mission Accomplishments:
 - Identifying and protecting significant historic resources.
 - Educating the public about historical importance.
 - Collaborating with government and private entities for historic preservation.
 - Assisting in the sale of historic buildings and taking title to endangered properties for preservation planning.

2. Augusta Epic, LLC:

- Legal Structure: Limited Liability Company.
- Founders: Tobin Hagler and Christopher Junkin.
- Organizational Focus: Preserving, rehabilitating, and repurposing properties with a commitment to quality and community.
- Contact Information:
 - Email: AugustaEpic@gmail.com
 - Phone: 404-247-3667
 - Address: 1111 Florence St, Augusta, GA 30904.
- Values and Approach:
 - Passion for preserving heritage and enhancing neighborhoods.
 - Enthusiastic about breathing new life into older properties.
 - Commitment to quality and community bonds.

Organizational Structure for the Project:

- Collaborative Partnership: Historic Augusta, Inc., and Augusta Epic, LLC are engaged in a collaborative partnership for the Dyess Park Fire Station revitalization.

- Roles and Responsibilities:
 - Historic Augusta, Inc.: Brings expertise in historic preservation, community engagement, and membership support.
 - Augusta Epic, LLC: Contributes real estate expertise, rehabilitation experience, and a commitment to community-driven development.
- Management Approach:
 - Joint decision-making and project oversight by both entities.
 - Regular coordination between Erick Montgomery, Executive Director of Historic Augusta, and Tobin Hagler and Christopher Junkin, Co-Founders of Augusta Epic.
 - Shared responsibility for project milestones, timelines, and stakeholder engagement.

Conclusion: The proposal integrates the strengths of Historic Augusta, Inc. and Augusta Epic, LLC, with a clear delineation of roles, responsibilities, and a collaborative approach. The combination of historical preservation expertise and real estate venture experience positions the team well for the successful execution of the Dyess Park Fire Station revitalization project.

(iv) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

Contact Information for Further Inquiries

For additional information regarding the Dyess Park Fire Station revitalization project, please feel free to reach out to the following individuals within the proposing team:

Historic Augusta, Inc.:

- Erick Montgomery
 - Position: Executive Director
 - Email: Erick@HistoricAugusta.org
 - Phone: 706.724.0436
 - Address: P.O. Box 37, Augusta, Georgia 30903-0037.

Augusta Epic, LLC:

- Tobin Hagler
 - Email: AugustaEpic@gmail.com

- Phone: 404-247-3667
- Address: 1111 Florence St, Augusta, GA 30904.
- Christopher Junkin
 - Email: AugustaEpic@gmail.com
 - Phone: 917-773-8086
 - Address: 1111 Florence St, Augusta, GA 30904.

Feel free to contact these individuals for any further inquiries or clarifications regarding the project proposal. They are readily available to provide additional information and address any questions you may have

(v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.

Financial Statement Disclosure for Project Proposals

In accordance with standard practices for transparency and accountability, we are committed to providing pertinent financial information for the Dyess Park Fire Station revitalization project. For projects exceeding \$20 million, a current or most recently audited financial statement is typically required. However, it is important to note that this project falls below the \$20 million threshold.

To demonstrate our financial capacity and commitment, we are prepared to exhibit proof of funds in Exhibit C of the proposal documentation. These exhibits will comprehensively outline the financial resources, including private funds, earmarked for the preservation and revitalization of the property.

For any additional financial inquiries or if further clarification is needed, please do not hesitate to contact the project leads. Erick Montgomery of Historic Augusta and Tobin Hagler and Christopher Junkin of Augusta Epic will be available to provide detailed information and ensure transparency regarding the financial aspects of the Dyess Park Fire Station revitalization project.

(vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of Georgia and/or Augusta, Georgia conflict of interest laws.

Identification of Potential Conflicts of Interest and Commitment to Compliance with Laws

In adherence to State of Georgia and Augusta, Georgia conflict of interest laws, we acknowledge the importance of identifying any individuals associated with the proposer who may be obligated to disqualify themselves from participation in any transaction related to the Dyess Park Fire Station revitalization project.

We are committed to upholding the highest ethical standards and pledge to work collaboratively with the City to ensure full compliance with all applicable laws. In the event that any conflicts of interest arise, we will take proactive measures to address them transparently and in accordance with the legal frameworks in place.

Should there be any specific concerns or inquiries related to potential conflicts of interest, we are open to discussions and will cooperate fully to mitigate any such issues. Our commitment to legal compliance and ethical conduct is paramount in ensuring the integrity of the Dyess Park Fire Station revitalization project.

(f) *Description of any anticipated public support or opposition

(g) Qualifications and experience

Historic Augusta, Inc.

The mission of Historic Augusta, Inc. is to preserve historically or architecturally significant sites in Augusta and Richmond County, Georgia.

This mission is accomplished in many ways, including identifying significant historic resources in the community, educating the general public about their importance, and assisting others in preserving historic properties. We work with local, state and federal government to protect historic buildings, sites and districts. In some cases we assist in the sale of historic buildings to preservation minded owners, and in rare instances we take title to endangered historic properties until a plan for their preservation can be secured.

Historic Augusta, Inc. is a private, nonprofit membership organization dedicated to the preservation of the historic built environment of Augusta and Richmond County, Georgia. Chartered in 1965, the organization has approximately 415 members. In the fall of 2004 the offices of the organization moved to the historic Joseph R. Lamar

Boyhood Home at 415 Seventh Street. The Lamar House is next door to another property owned by Historic Augusta, the Boyhood Home of President Woodrow Wilson House Museum at 419 Seventh Street.

Augusta Epic, LLC

Augusta Epic, LLC, are seasoned professionals with over 25 years of combined experience. Our core mission is to breathe new life into heritage properties, specializing in the preservation, rehabilitation, and repurposing of various real estate spaces, including commercial and residential areas.

At Augusta Epic, we prioritize both quality and community. Christopher's inventive strategies, along with Tobin's extensive connections to Augusta, define our collaborative approach. Our expertise lies in revitalizing properties to enhance neighborhoods and foster lasting community bonds.

Tradition seamlessly meets modernity in our journey, propelling real estate forward with opportunities and community-centric initiatives. Augusta Epic's diverse property portfolio is a testament to delivering lasting value. Throughout our endeavors, we remain committed to legal and ethical considerations, ensuring a responsible and sustainable approach to real estate ventures. For example the church at 1111 Florence St., Augusta, GA 30901.

(h) Names and addresses of persons who may be contacted

Erick Montgomery, Executive Director, Historic Augusta

Email: Erick@HistoricAugusta.org

Phone: 706.724.0436

Address: P.O. Box 37

Augusta, Georgia 30903-0037

Tobin Hagler, Co-Founder Augusta Epic, LLC

Christopher Junkin, Co-Founder Augusta Epic, LLC

Email: AugustaEpic@gmail.com

Phone: 404-247-3667

Address: 1111 Florence St

Augusta, Ga 30904

**(i) *Additional information as Augusta, Georgia may reasonably request to
comply with the requirements of the PPFIA**

Exhibit A. Concept drawing

Exhibit A. Concept drawing. Possible co-working on the first floor. Types of businesses include: clinic, cafe, events company, media company. Please note that companies are awaiting approval of this proposal before committing to a lease agreement.

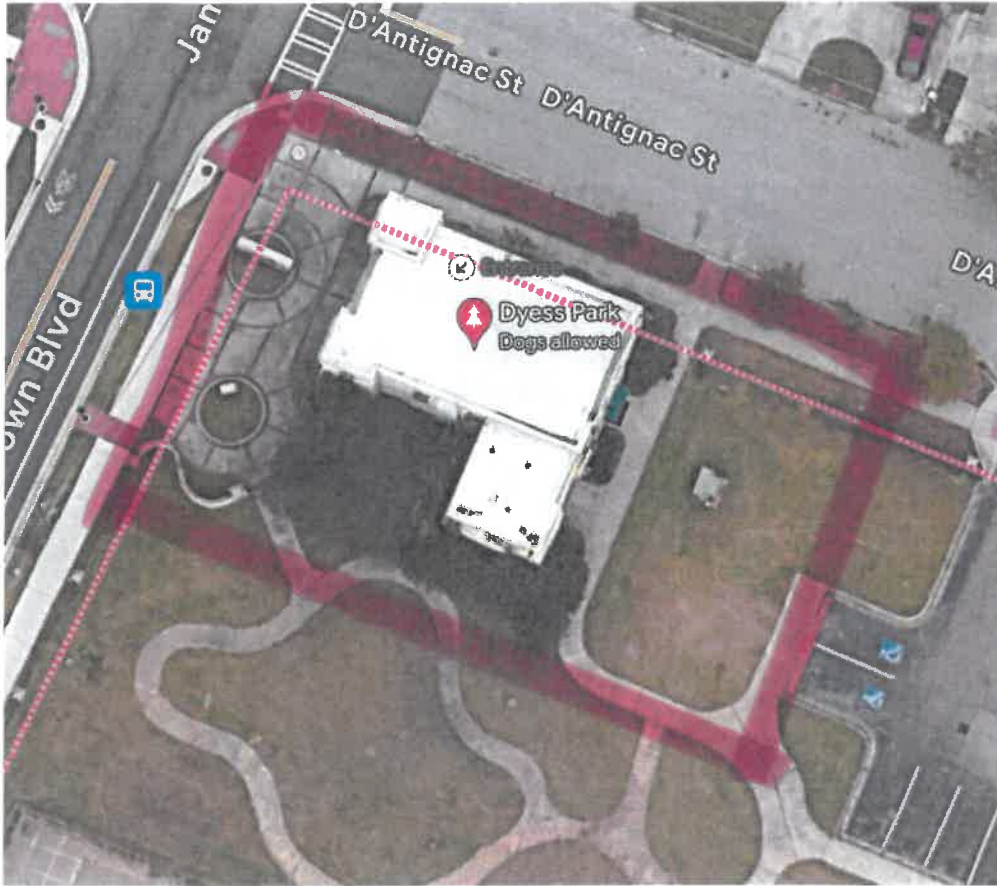
Exhibit B. New Property Line

Exhibit B. New Property Line marked by red color rectangle. This extended property line is inclusive of landscaping and curved wall along James Brown Blvd.

Exhibit C. Proof of funds

Ally Bank
P.O. Box 70377
Philadelphia, PA 19176-0377

COMBINED CUSTOMER STATEMENT

Statement Date
12/18/2023
Page 1

Customer Care Information
Toll Free 877-247-ALLY (2559)
www.ally.com

060625/1391155//60625/0000/000000/255447 000 01 000000
CHRISTOPHER C JUNKIN

CUSTOMER STATEMENT

Account Name	Account Number	Beginning Balance	Ending Balance
High Yield CD 12-Month	[REDACTED]	\$30,570.00	\$30,570.00
Savings Account	[REDACTED]	\$114,313.25	\$114,704.98
Savings Account	[REDACTED]	\$5,308.33	\$5,326.52
Total Account Balances:		\$150,191.58	\$150,601.50



[Accounts](#) [Trade](#) [Research](#) [Move Money](#) [Products](#) [Learn](#) [How To](#)

[Messages](#)

[Summary](#) [Balances](#) [Positions](#) [Investment Income](#) [Portfolio Performance](#) [Corporate Actions](#) [Securities Lending](#) [History](#) [Statements](#) [Open An Account](#)

Balances

Page last updated: 9:44 PM ET, 1/16/2024

All Brokerage Accounts

Total Balances

Total Accounts Value

\$253,325.17

Total Day Change

-\$2,148.48 (-0.84%)

Total Cash & Cash Investments

\$624.27

Total Market Value

\$252,700.90

[Total Balances Disclosures](#)

Accounts Breakdown



Unsolicited Proposal 2024

Unsolicited Proposal Number: UP# 24-000

Date Received: 4/1/24

Project Name: Proposed Revitalization of Dyess Park Fire Station

Date of acknowledgement of receipt of the unsolicited proposal: 4/17/24

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia	X	
Package submitted by the deadline	X	

Advisory Committee Review

Phase I Review


Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION	Pass	Fail
a) Project description,	3.0	3.0
b) Project feasibility statement	0.0	6.0
c) Proposed project schedule,	0.0	6.0
d) Project financing plan	0.0	6.0
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,	0.0	6.0
f) Description of any anticipated public support or opposition	1.0	5.0
g) Qualifications and experience	0.0	6.0
h) Names and addresses of persons who may be contact(See Appendix B)	6.0	0.0
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").	1.0	5.0
Cumulative	11.0	43.0

Recommendation is to reject the unsolicited poroposal.

Eval #: Cumulative Date: June 25, 2024

Committee Members: Charles Jackson Alphonza Williams Ron Lampkin Hawthorne Welcher Brian Kepner Timothy Schroer		Independent Advisor(s) N/A
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Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.** FEE AMOUNT \$100.00
(see Appendix A)

<div><div>RFPUP 24-000 Unsolicited Proposal for Augusta, GA Procurement Department RFPIP Opening: April 1, 2024 @ 11:00 a.m.</div></div>			
VENDORS	Processing Fee	Original 1	Copies 5
Historic Augusta and Augusta Epic P.O. Box 37 Augusta Georgia 30903	Yes	Yes	Yes
Nick Patel 3020 Wasington Rd. Augusta, GA 30901	No	Yes	Yes

Memorandum

TO: Darrell White, Interim Director – Procurement

FROM: Tameka D. Williams, Director – Recreation & Parks *TDW*

DATE: January 24, 2025

SUBJECT: 24-000 Unsolicited Proposal: Revitalization of Dyess Park Fire Station

Recommendation:

After careful evaluation of the unsolicited proposal to preserve the historic fire station within Dyess Park, it is recommended that the proposal be denied in favor of adhering to the established Design Plan for the park. This recommendation is based on several critical factors outlined below.

1. Public Feedback and Park Integration:

- Community feedback throughout the planning process has consistently indicated a preference for the removal of the facility rather than its preservation.
- The proposal does not adequately address how the firehouse would integrate with the park's overall design and function.
- The argument that redesigning the park is less costly than demolition lacks a comprehensive cost-benefit analysis.

2. Financial Feasibility Concerns:

- The proposal's estimated restoration costs appear to be significantly underestimated, especially when compared to recent similar projects.
- The proposing entity has not identified a secondary funding source, raising concerns about their ability to complete the project should initial funds be depleted.
- The proposal does not account for tenant leasehold build-out costs, which could further strain financial resources.
- The operating budget is insufficient, covering only insurance costs without addressing other essential expenses such as maintenance, utilities, and staffing.

3. Land Use and Liability Issues:

- The proposed area of land for the firehouse is minimal; however, commercial use would require additional parking facilities.

- A parking agreement with the City would be necessary, introducing potential liability concerns and administrative burdens.
- The lack of clear planning around parking requirements raises doubts about the project's overall feasibility.

4. Vague Project Details and Uncertain Viability:

- The proposal lacks specificity regarding the intended use of the firehouse, leaving uncertainty about the project's long-term viability.
- The project timeline provided is ambiguous, making it difficult to assess the feasibility and sustainability of the initiative.
- Without a defined tenant or type of tenant, renovation costs could far exceed the proposed budget.

5. Public Park Mission and Accessibility:

- Public parks are intended to remain open and accessible to all, providing spaces for recreation, relaxation, and environmental conservation.
- The introduction of private businesses could shift the focus from public benefit to profit-making, potentially limiting equitable access.
- There is a risk that private commercial interests could create conflicts of interest and erode the park's primary mission of serving the public.

Conclusion:

In light of the above considerations, it is recommended that the unsolicited proposal for the preservation of the historic firehouse be denied. Instead, Augusta should continue with the implementation of the Dyess Park Design Plan to ensure the park remains a free, accessible, and community-centered space for all residents. Augusta should focus on park enhancements that align with public interests and long-term sustainability goals.

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

December 5, 2023

Maurice McDowell, Director
Recreation & Parks
2027 Lumpkin Road
Augusta, GA 30906

Dear Mr. McDowell,

At their meeting held on Tuesday, December 5, 2023, the Augusta, Georgia Commission, acted on the following items:

5. Approved accepting the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and approved the execution of the grant terms and conditions.
6. Approved the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park.
7. Approved the Concept Plan for Dyess Park, that does not include a cover court, to continue with the preliminary and final design process, and to prepare for the demolition, removal, or preservation of the existing defunct community center.
8. Approved a lease agreement with the Augusta Rugby Club.
22. Approved amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA.

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



Administrative Services Committee Meeting

Meeting Date:

2025 – Engineering – PHEV Escape and F150

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of two vehicles, at a total cost of \$102,213 from Allan Vigil Ford for the Engineering department. A 2025 Ford F150 using SPLOST VIII and a 2025 Ford PHEV Escape using NPDES Permit Fees which has a fund balance of \$45,364.16 and is recorded as un-reserved and un-designated.
Background:	<p>The state contract holder, Allan Vigil Ford, has informed Fleet Management that the Ford manufacture has opened pricing for 2025 Ford PHEV Escapes and 2025 Ford F150. To secure vehicles under state pricing, orders should be placed as soon as possible to meet the pricing deadline. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.</p> <p>The Engineering Services division has requested to purchase a Ford F150 and to transport Engineering inspectors to work sites within Augusta/Richmond County.</p> <p>The Engineering Construction division has requested to purchase a Ford PHEV Escape to transport personnel to road/bridge construction sites within Augusta/Richmond Conty.</p>
Analysis:	The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the 2025 Ford F150 and 2025 Ford PHEV Escape.
Financial Impact:	<p>2025 Ford PHEV Escape - \$45,262.50 – ACCT #261-00-0000/54-22210</p> <p>2025 Ford F150 - \$56,950.50 – ACCT #329-04-1110/54-21110</p>
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of two vehicles, at a total cost of \$102,213 from Allan Vigil Ford for the Engineering department. A 2025 Ford F150 using SPLOST VIII and a Ford PHEV Escape using NPDES Permit Fees which has a fund balance of \$45,364.16 and is recorded as un-reserved and un-designated.

REVIEWED AND N/A
APPROVED BY:

Item 9.



Mr. Darrell White, Interim Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM ALLAN VIGIL FORD LINCOLN MERCURY, INC.

This letter of intent dated, **January 29, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2025 Ford PHEV Escape and (1) 2025 Ford F150** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002
Vehicles: 2025 Ford PHEV Escape and 2025 Ford F150
Contract: Effective Date: November 16, 2013 – Expiration Date: November 30, 2025

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

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Allan Vigil Ford: Fleet & Government Sales (Attn: Mike Brown)
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicles Total Purchase Price:** \$102,213.00
4. **Source:** Georgia Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Engineering and Environmental Services Department	Operations	\$45,262.50
One (1)	Engineering and Environmental Services Department	Operations	\$56,950.50

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

Respectfully submitted,

Darrell White 
Interim Director of Procurement
Attachments: Vehicle Purchase Price /Specifications/Quotes





Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

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

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: January 24, 2025
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
 – 2025 Ford PHEV Escape and 2025 Ford F150

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES4019373-002 and a "Letter of Intent" (LOI) to purchase one Ford PHEV Escape and one Ford F150 for the Engineering Department.

Allan Vigil Ford, state contract holder, has informed Fleet Management that the Ford manufacture has opened pricing for 2025 Ford PHEV Escapes and 2025 Ford F150. To secure vehicles under state pricing, orders should be placed as soon as possible to meet the pricing deadline. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.

Please approve the use of the state contract and LOI in total amount of \$102,213.00 to Allan Vigil Ford for purchase of the following vehicles. The 2025 Ford PHEV Escape will be purchased using NPDES Permit Fees which has a fund balance of \$45,364.16 and is recorded as un-reserved and un-designated. Funding is available in the designated accounts listed:

- 2025 Ford Escape - \$45,262.50 - ACCT #261-00-0000/54-22210
- 2025 Ford F150 - \$56,950.50 – ACCT #329-04-1110/54-21110

Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford Escape FWD

Base Price \$ 32,575.00

SWC #99999-SPD-ES40199373-002

	Options	Price	Code
	All wheel drive	2,150.00	U9G
Equipment included in Base price	Daytime running lights	\$75.00 \$ 75.00	942
	Rear parking sensor	430.00 \$ 430.00	60S
1.5L Ecoboost Engine	Class II Trailer Tow pkg	765.00	536
8-Speed Automatic Transmission			
Center floor consol w/armrest			
Cruise Control			
Dual-Zone Climate control	Cargo Shade	235.00	47B
Cloth Seats (5 Passenger)	Cargo mat	200.00	50Q
8 way power drivers seat	Floor mats / Carpeted	230.00	50B
4 way manual passenger seat	Floor mats / all wheather	265.00 \$ 265.00	50C
Power lift gate			
17"shadow painted wheels	PHEV FWD	9,989.00 \$ 9,989.00	U0E
Co-pilot 360			
USB ports (1) front (1) rear			
Advance trac			
Airbags (all passenger and side curtain canopy)			
	Delivery	\$ 150.00	
	Extra Key	\$ 320.00	
	County Pkg	\$ 1,458.50	
	Total	\$ 45,262.50	

Colors Available

Exterior

Interior

Ebony Gray

Z1 Oxford White
 UM Agate Black
 PQ Race Red
 JS Iconic Silver
 M7 Carbonized Gray

Added optional equipment

Other vendor added equipment

Delivery

Total

\$

FOB Allan Vigil Ford

Delivery: see Region Chart for pricing

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

800-821-5151 Toll Free

678-364-3910 Fax

Contact person

Department

Phone Number

Fax number

5/23/2023

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price \$ 38,993.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70Rx17 Tires

Ford SYNC (Bluetooth)

Options	Price	Code
5.0L V8 Flex Fuel engine	2,350.00	995
3.5L V6 EcoBoost engine**	2,948.00	99G
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	5,735.00	X1C
4x4 Option- Regular cab	5,225.00	F1E
4X4 Option-Super&Crew Cabs	5,525.00	\$ 5,525.00 X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	\$ 8,765.00 W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
*** (4x4) ONLY		
Limited Slip Axle	1,345.00	XL3
Daytime Running Lights	95.00	942
LT265/70R17C A/T tires	562.00	T7C
Class IV Hitch (w/o tow pkg)	495.00	53B
Trailer Tow Pkg	1,525.00	53A

Exterior Colors	Interior Color
YZ Oxford White	Gray
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Running boards (black) 475.00 \$ 475.00 18B

40-20-40 Cloth Split Bench 725.00 CS

Rear window defroster n/a REG 305.00 57Q/924

LED Warning Beacons
top brake light mounted 950.00 94S

FOB Allan Vigil Ford
 Delivery- see chart, \$75 minimum

Spray-in Bedliner 625.00 \$ 625.00 ATK
 Carpeted floor mats 125.00

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

XLT Package 6,650.00 300a

Options total \$ 54,383.00
Other vendor added equipment \$ 2,192.50
Extra Key \$ 225.00
Delivery \$ 150.00

Total \$ 56,950.50

Contact person

Agency

Phone Number

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail
laurawest1@comcast.net

Date	Quote #
12/19/2024	8198

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

Qty	Item	Description	Rate	Total
		2025 ESCAPE		
1	WAY-44250	WAYTEC 44250 TOGGLE SWITCH	8.50	8.50
1	SOU-EPL7PDAC	SOUND OFF EPL7PDAC 15" PINNACLE MINI BAR AMBER LEDS, CLEAR LENS	345.00	345.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	40.00	40.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT-LABOR	WINDOW TINT-FULL VEHICLE W/ 6" STRIP	325.00	325.00
1	Misc	SHOP SUPPLY (WIRE,LOOM,FUSES,ETC)	75.00	75.00
1	LABOR	LABOR TO INSTALL ABOVE	600.00	600.00
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			Sales Tax (8.0%)	\$0.00
			Total	\$1,458.50



Administrative Services Committee Meeting

Meeting Date: 01/28/2025

HCD_ U.S. Department of Housing and Urban Development (HUD) ~ Office of Lead Hazard Control and Healthy Homes Grant Program Compensation Adjustment Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Approve salary compensation for two FT staff persons - Lead Hazard Control Supervisor at \$65,000 and Lead Environmental Control Specialist at \$60,000 (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees.
Background:	<p>On October 5, 2022, the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.</p> <p>The OLHCHH grant includes \$3,560,000.00 in Lead-Based Paint Hazard Reduction Grant funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding.</p>
Analysis:	<p>The Augusta Housing and Community Development (HCD) was awarded \$3.9M for the Lead Hazard Reduction Grant Program, which started September 30th, 2023, and ended September 30th, 2027. During the of the award, Housing and Community Development (HCD) was still working the Lead 1 Program as a Sub-Grantee through the U.S. Department of Public Health, in which the current staff members could not be compensated for both grants per the employee policies and procedures for the City of Augusta - Richmond County.</p> <p>In turn, HCD could not start the Lead 2 program in Fiscal Year 2023. The staff members have now closed out Lead 1 through the U.S Department of Public Health (DPH); we have requested, through the standard procedures, to incre</p>

the approved salaries that we initially projected on a four (4) year closeout and a three (3) year closeout.

Lead Environmental Control Specialist Pay Grade 18: \$45,738(minimum base) To: \$60,000

Note: Increase request is commensurate with industry standards for comparable lead hazard duties and responsibilities.

Lead Hazard Control Supervisor Pay Grade 22: \$54,187(minimum base) To: \$65,000

Note: Increase request is commensurate with industry standards for comparable lead hazard duties and responsibilities.

HCD has worked with both Human Resources and Finance on the compensation adjustment.

Financial Impact: Allocation of \$3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes.

Alternatives: Do not approve HCDs Approval Request

Recommendation: Approve salary compensation for two FT staff persons - Lead Hazard Control Supervisor at \$65,000 and Lead Environmental Control Specialist at \$60,000 (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees.

Funds are available in the following accounts: U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes
Total Amount \$125,000 plus benefits
221073232-5111110 Per Full-Time S&W Regular
221073232-5121110 Health Insurance
221073232-5121120 Life Insurance
221073232-5121130 Long-Term Disability
221073232-5122110 FICA
221073232-5122120 Medicare
221073232-5123113 GMEBS Pension

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

From: Arnold Pierce
To: [Hawthorne Welcher](#)
Subject: FW: Lead Hazard Reduction Grant Program Compensation Adjustment
Date: Thursday, September 26, 2024 9:29:00 AM
Attachments: [image001.png](#)
[Commission Approval Letter and Lead Grant 2 Info.pdf](#)

FYI

From: Nancy He <MHe@augustaga.gov>
Sent: Thursday, September 26, 2024 9:26 AM
To: Taffica Dobbs <TDobbs@augustaga.gov>; Arnold Pierce <APierce@augustaga.gov>
Cc: Sonya Johnson <SJohnson2@augustaga.gov>; Timothy Schroer <tschroer@augustaga.gov>
Subject: RE: Lead Hazard Reduction Grant Program Compensation Adjustment

Good morning,

I have worked with Arnold yesterday on the 2025 Lead Grant budget. Now the budget is enough to cover below three employees pay request below until Mid- May 2027. The 2/07/2023 Commission Approval letter approved the three positions in the grant. The wording in the agenda didn't state the pay rate, but its backup has the Budget Narrative which outlines the salary detail on page #6 and 7. HR will assess whether the Commission's approval is necessary for increase on the salary.

Note: Darrell Grant - Lead Hazard Reduction Manager \$75,000
Kameron Khaksarfard – Lead Environmental Specialist \$60,000
Gary Arnett – Lead Hazard Control Supervisor \$65,000

Thanks,
Nancy

From: Nancy He
Sent: Wednesday, September 25, 2024 3:51 PM
To: Arnold Pierce <[APierce@augustaga.gov](#)>
Subject: RE: Lead Hazard Reduction Grant Program Compensation Adjustment

Thank you, Arnold,

I have updated the 2025 budget to reflect the revised budget. You can download budget version FR to look at it.

Thanks,
Nancy

From: Arnold Pierce <[APierce@augustaga.gov](#)>
Sent: Wednesday, September 25, 2024 3:24 PM
To: Nancy He <[MHe@augustaga.gov](#)>
Subject: RE: Lead Hazard Reduction Grant Program Compensation Adjustment

Nancy,

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number GALHB0779-22	4. Amendment Number	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient Augusta, Georgia 535 Telfair Street Augusta, Georgia 30901-2915		8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410	
		8a. Name of Administrator Markquonda Mathis	8b. Telephone Number 202-402-5120
10. Recipient Project Manager LaSandra Corley 706-821-1797 lcorely@augustaga.gov		9. HUD Government Technical Representative Bruce Bailey Bruce.E.Bailey@hud.gov 202-402-6249	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102	
14. Assistance Amount Previous HUD Amount \$0.00 HUD Amount this action LR1 \$3,560,000.00 HH1 \$400,000.00 Total HUD Amount \$3,960,000.00 Recipient Amount \$376,668.54 Total Instrument Amount \$4,336,668.54		15. HUD Accounting and Appropriation Data 8621/230174 21LR1H/LR1H LR1 00/98- \$3,560,000.00 8622/240174 22LR1H/LR1H HH1 00/98- \$400,000.00 Amount Previously Obligated \$0.00 Obligation by this action \$3,960,000.00 Total Obligation \$3,960,000.00	

16. Description

Employer Identification: 582204274

UEI: ZH93N1J4TBE8

Program: LR1/ HH1

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- FY 2022 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LIRD and LBPHC Grant Programs"
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** <http://www.ecfr.gov/cgi-bin/text-idx?node=2.1.2.2.1>
- Notice of Grant Opportunity announced in GRANTS.GOV FR-6600-N-13 Posted date: 07/17/2022

Period of Performance: 48 months – January 24, 2023 – November 24, 2027

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) LaSandra Corley		20. HUD (By Name) Markquonda Mathis, Grant Officer	
Signature & Title LaSandra Corley	Date (mm/dd/yyyy) 9/31/2023	Signature & Title Markquonda Mathis	Date (mm/dd/yyyy) 9/19/2022

form HUD-1044 (8/90)

AUGUSTA, GEORGIA

New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000424	AIICD	GALHR Lead Grant
Requesting Grant funds offered by US Department of Housing and Urban Development to provide services to the resident of Augusta -Richmond County who may be affected by lead paint in homes prior to 1978. /EEO Req: Yes/ EEO Notified: NO/ Cash Match 10.58% or \$376,668.54 as shown below Salary and Fringe- \$680.394-for new hires working 100% on the grant. Salary Reclass-\$157,549.79-this is the amounts from existing employees' salaries used as match. Travel-\$78,745.13, Equipment- \$33,516, Other Official Admin- \$75,068.40, Contracts and Construction Services- \$2,495.982.80, Healthy Home Supplement- \$400,000.00, and Match from Medical Associate Plus- \$219,118.75. Total budgeted \$4,336,668.54		
Start Date: 01/24/2023	End Date: 11/24/2027	
Submit Date: 02/03/2023	Department: 024	HCD
Total Budgeted Amount: 4,336,668.54	Total Funding Agency:	Cash Match? Y
	3,960,000.00	Total Cash Match: 376,668.54

Sponsor: GM0001 HUD
Sponsor Type: F Federal
Purpose: 13 Community

Flow Thru ID:

Contacts

Type	ID	Name	Phone
1	GM1054	Pierce, Arnold	(706)821-1868

Approvals

Type	By	Date
FA	H. WELCHER	01/31/2023

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

Donna Williams 2-6-2023
 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

Arnold 2/17/23
 Administrator Date

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

User: AP21250 - Arnold Pierce
 Report: GM1000_PROPOSAL - GM1000: Grants Management:1

Page

Current Date: 02/03/2023

Current Time: 16:54:23



Takiyah A. Douse
Interim Administrator

February 7, 2023

Mr. Hawthorne Welcher, Director
Housing Community & Development
510 Fenwick Street
Augusta, GA 30901

Dear Director Welcher:

At their meeting held on Tuesday, February 7, 2023, the Augusta, Georgia Commission, acted on the following items:

9. Approved the development of (2) single-family workforce homes, new construction.
10. Approved the recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.
11. Approved the Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments (RFP 22-277).

28. Approved the following:

- a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof
- b) approve Augusta, Georgia's receipt of \$3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)
- c) allow HCD to move forward with implementation of administrative verification form,
- d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,
- e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

If you have any questions, please contact me.

In Service,

Takiyah A. Douse
Interim Administrator

TAD/nd



Engineering Services Committee Meeting

Meeting Date: February 11, 2025

Purchase Video Surveillance Equipment for Augusta Canal – Sole Source

Department:	Augusta Utilities
Presenter:	Wes Byne, P.E. – Director, Augusta Utilities
Caption:	Approval to purchase video surveillance security systems for three locations along the August Canal as a sole Source Procurement in the amount of \$90,854.66.
Background:	<p>The Augusta Utilities Department owns and operates the Augusta Canal.</p> <p>The Augusta Utilities Department contracts with Johnson Controls for all our facilities for access control, video surveillance and fire alarm monitoring via a Master Service Agreement approved by the Augusta-Richmond Commission on May 12, 2020.</p>
Analysis:	<p>AUD established a goal to standardize all our facilities security and fire alarm monitoring systems with the implementation of the Master Agreement with Johnson Controls. The cloud-based system provides centralized remote administration and monitoring. As part of the management and operation of the Augusta Canal, AUD would like to install video surveillance equipment at the following three locations along the canal:</p> <ol style="list-style-type: none"> 1. Canal Headgates and Diversion Dam 2. Bulkhead Gates 3. 13th Street Gates
Financial Impact:	Total purchase and installation cost is \$90,845.66.
Alternatives:	No alternatives recommended
Recommendation:	This is a sole source purchase per AUD's established Master Service Agreement with Johnson Controls. Approval of purchase and installation to support standardization and provide remote access and monitoring capabilities for three locations along the Augusta Canal.
Funds are available in the following accounts:	506043110-5424510

Print Form



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

Vendor: Johnson Controls Security Solutions, LLCE-Verify Number: 48568Commodity: Video Surveillance EquipmentEstimated annual expenditure for the above commodity or service: \$ 90,854.66

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

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

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

Name: Gerald Philpot Department: Utilities Date: 1/14/2025Department Head Signature: [Signature] Date: 24 Jan 25Approval Authority: [Signature] Date: 1/27/25Administrator Approval: (required not required) Date:

COMMENTS:

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Darrell White
Interim-Director, Procurement Department

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

FROM: Gerald Philpot

CC: Chad Hendrix, P.E. *COH*

DATE: 1/14/2025

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The Augusta Utilities Department contracts with Johnson Controls for all our facilities for access control, video surveillance and fire alarm monitoring via a Master Service Agreement approved by the Augusta-Richmond Commission on May 12, 2020.

AUD established a goal to standardize all our facilities security and fire alarm monitoring systems with the implementation of the Master Agreement with Johnson Controls. As part of the management and operation of the Augusta Canal, AUD would like to install video surveillance equipment at the following three locations along the canal:

1. Canal Headgates and Diversion Dam
2. Bulkhead Gates
3. 13th Street Gates

The standardization includes using compatible video recording servers and having each monitoring system hosted by Johnson Controls. The cloud-based system provides centralized remote administration and monitoring.

Thank you.

A handwritten signature in blue ink, appearing to read "G. Philpot", is written over the "Thank you." text.

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 1/15/2025
DIVISION: Augusta Utilities Admin
FUND #: 506043110 5223112
SHIP TO: 5424510
Augusta Utilities Administration
452 Walker Street - Suite 200

☐ WATER ☐ EQUIPMENT ☐ CHEMICAL ☐ LAB ☐ IT ☐ ROUTINE
☐ SEWER ☐ TOOLS ☐ GASES ☐ UNIFORM ☐ SCADA ☐ EMERGENCY
☐ SUPPLIES ☐ SAFETY ☐ REPAIR ☐ LIFT STATION ☐ INVENTORY ☒ SOLE SOURCE
☒ SERVICE ☐ OFFICE ☐ MAINTENANCE ☐ OTHER ☐ BID ITEM ☐ PREFER ITEM

SHIP TO: 5424510		VENDOR:		Johnson Controls Security Solutions, LLC			
Augusta Utilities Administration		ADDRESS:		3243 Sunset Blvd.			
452 Walker Street - Suite 200		PHONE #:		West Columbia, SC 29169-3427			
		QUOTED BY:		Johnny Metz			
		(803) 476-0297					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
				0.00		0.00	0.00
1	Video Surveillance	1	29,413.55	29,413.55		0.00	0.00
	Cameras & Ancillary			0.00		0.00	0.00
	Equipment for Canal Head			0.00		0.00	0.00
	Gates			0.00		0.00	0.00
2	Video Surveillance	1	32,527.21	32,527.21		0.00	0.00
	Cameras & Ancillary			0.00		0.00	0.00
	Equipment for Bulkhead			0.00		0.00	0.00
	Gates			0.00		0.00	0.00
3	Video Surveillance	1	28,904.90	28,904.90		0.00	0.00
	Cameras & Ancillary			0.00		0.00	0.00
	Equipment for 13th St.			0.00		0.00	0.00
	Gates			0.00		0.00	0.00
				0.00		0.00	0.00
SHIPPING CHARGES				0.00		0.00	0.00
TOTAL				90,845.66		0.00	0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Installation of Video Surveillance Equipment for 3 locations on the Augusta Canal. This is a rider agreement for the existing Master Agreement with Johnson Controls.
The Augusta-Richmond County Commission approved Johnson Controls as the sole source security vendor for the Augusta Utilities Department on May 12, 2020.

REQUESTED BY: Gerald Phelps

C.D. King

APPROVED BY:

J. Phelps

COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Marlin
Tele. No. (706) 312-4130Customer Premises Served2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. **Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: John Metz
Sales Representative Registration Number (if applicable): __________
(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: ☐ this signed contract satisfies AgreementYES: ☐ Single PO Required for Initial Term☐ Annual PO Required☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)AR Invoice are accepted via e-mail: YES: ☐ Email address to be used: _____NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SALES AGREEMENTTOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91**SCOPE OF WORK / SCHEDULE OF PROTECTION**

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

Closed Circuit Television PROVIDED

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance and 1 Video Inspection PROVIDED

Additional Services:

No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	NEMA box
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
1	Illustra Pro Gen4 8MP (4K) PTZ, 22x, Outdoor, Vandal, White, TDN w/IR, TWDR	8MP - PTZ Camera
1	Ceiling Pole Mount Joint	For PTZ
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet
1	Wall rack	
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
1	SINGLE LINE CCTV SURGE PROTECTOR	
1	1.25" DIA Drop Rod - Pipe from Lowes / Home Depot	6"-12"
1	90w PoE Injector	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$28,904.90
* Estimated Tax(es):	\$1,854.50
TOTAL INSTALLATION CHARGE:	\$30,759.40
Installation Deposit Amount:	\$17,342.94

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$3,429.10
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$3,429.10

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901

System Operation: JCSS TO INSTALL A NEW 8MP PTZ UNDER THE AWNING OF THE 13TH ST GATES. THE NEW RECORDER WILL HOUSED IN A WALL MOUNTED, LOCKABLE CABINET IN THE CONNECTING ROOM.

Programming Info: PROGRAM TO MANUFACTURER SPECS

Site Conditions: EXISTING GATE WITH CONNECTING ROOM

Existing Equipment: N/A

Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCAL IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.

Training Expectations: TRAIN CUSTOMER WHILE ON SITE.

General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.

Customer Responsibilities / Johnson Controls Exclusions: Permanent power, access to building and the surrounding gates, Static IP Address. SIM Card and active cellular services.

Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

Item 11.

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENTTOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8GK6B91**ADDITIONAL TERMS AND CONDITIONS**

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: John Metz
Sales Representative Registration Number (if applicable): __________
(Name Printed)

Title: _____

Date Signed: _____

Scope of Work

Legend	Estimate #	Account	Address	Completed By
			13th Gates	Johnny Metz

Symbol # Devices

Intrusion Alarm	
	Intrusion Alarm Control Panel
	Intrusion Alarm Keypad
	Cellular Backup
	Door Contact
	Overhead Door Contact
	Motion Detector (Long Range)
	Motion Detector (Wide Angle)
	Motion Detector (Ceiling Mount)
	Glassbreak Detector
	Photo-Electric Beam Transmitter
	Photo-Electric Beam Receiver
	Panic Button
	Siren
Access Control	
	Access Control Reader
	Access Control Reader
	Access Control Keypad
	Access Control Keypad
	Access Control Panel
	Locking Hardware
	Power Supply
Video Surveillance	
	Dome Camera
	Camera and Housing
	Approximate Field of View
	Network Switch
	Camera Power Supply
	Digital Video Recorder
	Network Video Recorder
	Network Attached Storage
	Monitor



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Item 11.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130Customer Premises Served2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. **CHARGES AND FEES; TAXES:** a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

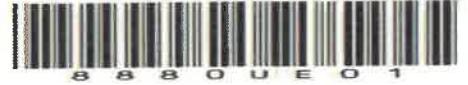
c. **Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQIF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: John Metz

Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: ☐ this signed contract satisfies AgreementYES: ☐ Single PO Required for Initial Term☐ Annual PO Required☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)AR Invoice are accepted via e-mail: YES: ☐ Email address to be used: _____NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

No Service Selected

Closed Circuit Television PROVIDED

Expert Maintenance and 1 Video Inspection PROVIDED

No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	Cabinet in Shed
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
2	Illustra Pro Gen4 32MP Multisensor, 3.6-11mm, AI, TDN w/IR, TWDR, IP66, IK10, SD	Pole mounted
2	90w PoE Injector	Multi camera
2	Illustra Pro Gen4 Multisensor Pendant Cap	Multi camera
2	Dome Mount, SDU (Optima (indr/outdr), Wall, 23" (58.7 cm)	Multi camera
2	POLE STRAP ADAPTER	Multi camera
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
2	SFP Module, Commercial (0 to 70°C/32 to 158°F)	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet in shed
1	Wall rack	Inside building mounted to wall
1	6 FIBER 62.5 INDOOR/OUTDOOR OFNR TB BLACK	
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	Programming	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$32,527.21
* Estimated Tax(es):	\$2,184.27
TOTAL INSTALLATION CHARGE:	\$34,711.48
Installation Deposit Amount:	\$19,516.32

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$4,295.10
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$4,295.10

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901

System Operation: Using fiber, JCSS to install a new video system that will include two 360 cameras installed on top of the Bulkhead Gate & the Shed on customer provided sturdy poles. The Headend recorder to be installed in the shed and stored in lockable cabinet.

Programming Info: Programming new camera system

Site Conditions: Existing shed to house NVR. (JCI suggest that the customer provide a temperature controlled building if possible.)

Existing Equipment: N/A

Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCATION IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.

Training Expectations: TRAIN CUSTOMER WHILE ON SITE.

General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.

Customer Responsibilities / Johnson Controls Exclusions: Customer to provided aspects: Power (120vac) to the new pole - the customer's 120v will be in a separate conduit that will be provided by customer. A separate conduit with pull string for JCI to install fiber from the building to the camera pole. SIM card and active plan for internet/cellular. All trenching for conduit.

Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

Item 11.

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27363-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZJQBQ

ADDITIONAL TERMS AND CONDITIONS

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Marlin
Tele. No. (706) 312-4130Customer Premises Served
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC






























CUSTOMER: _____

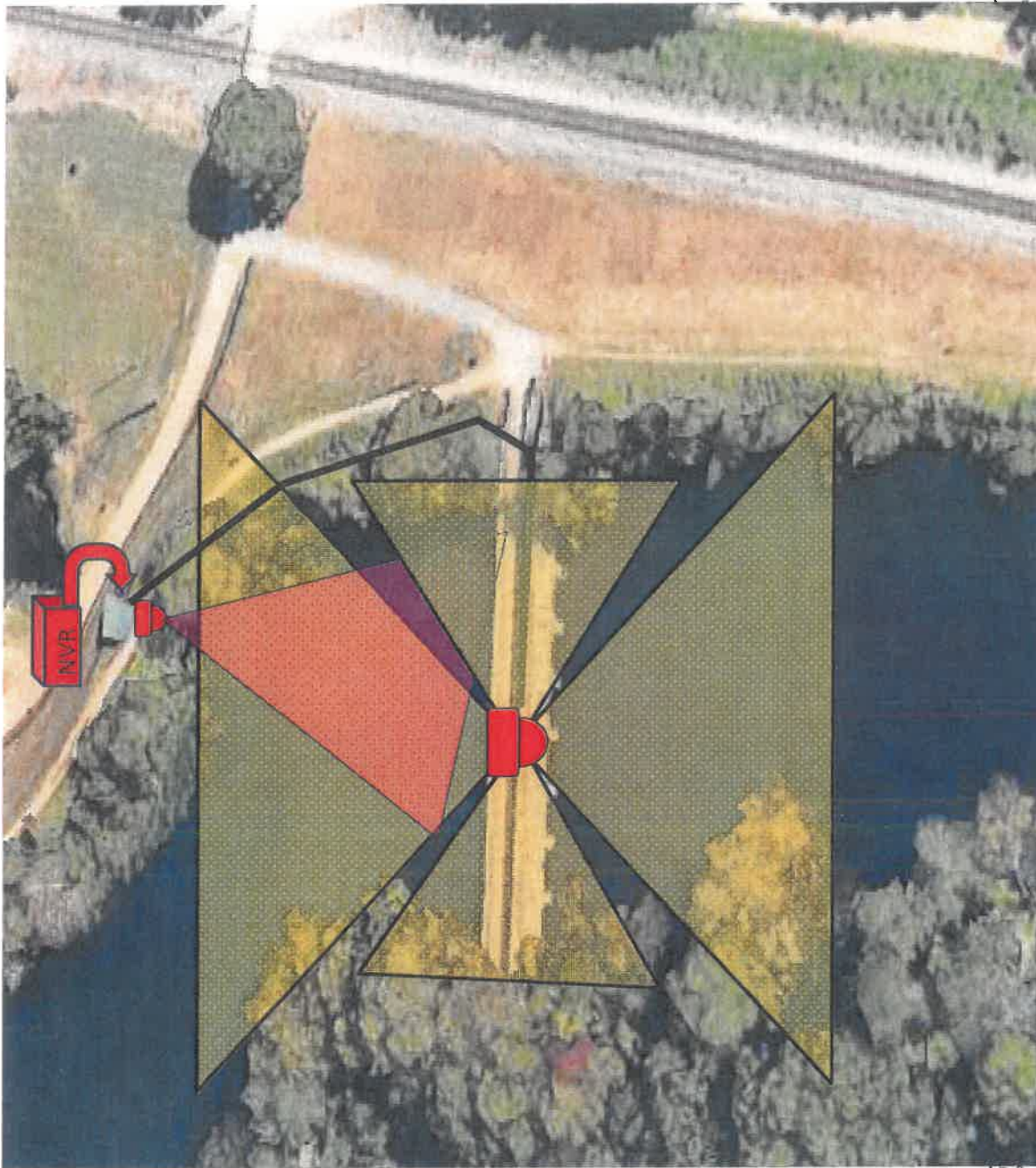
Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: John Metz
Sales Representative Registration Number (if applicable): __________
(Name Printed)

Title: _____

Date Signed: _____

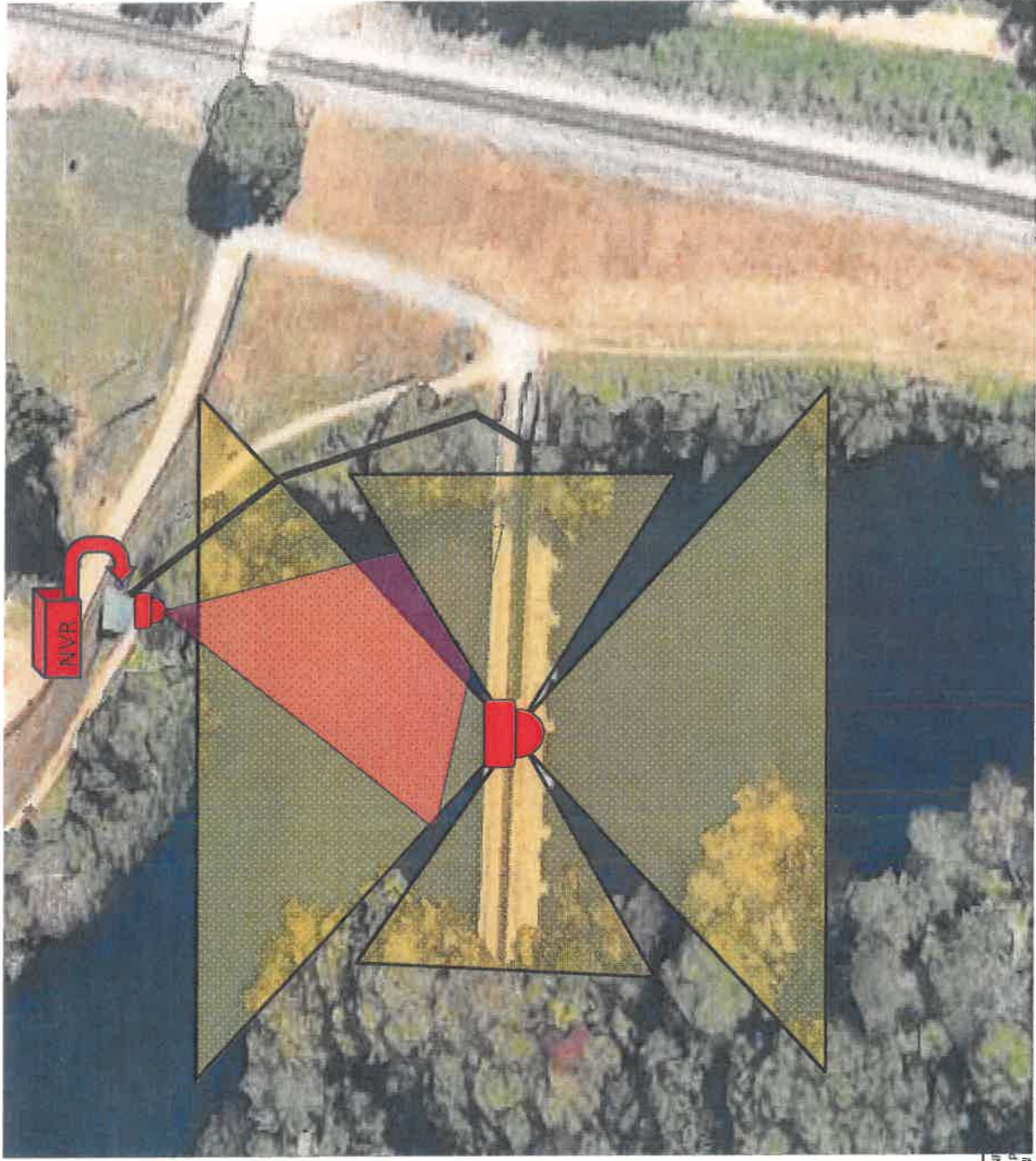
Scope of Work

Legend			Estimate #	Account	Address	Completed By	JOHNNY METZ
Symbol	Description	# Devices					
Intrusion Alarm							
	Intrusion Alarm Control Panel						
	Intrusion Alarm Keypad						
	Cellular Backup						
	Door Contact						
	Overhead Door Contact						
	Motion Detector (Long Range)						
	Motion Detector (Wide Angle)						
	Motion Detector (Ceiling Mount)						
	Glassbreak Detector						
	Photo-Electric Beam Transmitter						
	Photo-Electric Beam Receiver						
	Panic Button						
	Siren						
Access Control							
	Access Control Reader						
	Access Control Reader						
	Access Control Keypad						
	Access Control Keypad						
	Access Control Panel						
	Locking Hardware						
	Power Supply						
Video Surveillance							
	Dome Camera						
	Camera and Housing						
	Approximate Field of View						
	Network Switch						
	Camera Power Supply						
	Digital Video Recorder						
	Network Video Recorder						
	Network Attached Storage						
	Monitor						



TypoIS BUSINESS CONFIDENTIALITY NOTICE: The information contained herein, is the property of Tyco Integrated Security, Inc. or any part thereof will be furnished to the Customer in confidence and shall remain the property of Tyco Integrated Security, Inc. Any use or disclosure of this information without the written consent of Tyco Integrated Security, Inc. is strictly prohibited.

and the information of such information



and the information of such information in the Orders. Any

Item 11.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8B212YK

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")Customer Billing Information452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130Customer Premises Served2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES; TAXES:** a. **Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. **Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-88Z12YKIF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: John Metz

Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: ☐ this signed contract satisfies AgreementYES: ☐ Single PO Required for Initial Term☐ Annual PO Required☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)AR Invoice are accepted via e-mail: YES: ☐ Email address to be used: _____NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZ12YK

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

Closed Circuit Television PROVIDED

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance and 1 Video Inspection PROVIDED

Additional Services:

No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	RACKMOUNT KIT - FOR EXACQVISION GEN 2 G-SERIES 8-PORT POE - 14.17"	
1	WALL MOUNT KIT FOR SINGLE 8- OR 16-PORT GEN 2 G-SERIES SERVER.	
1	Illustra Pro Gen4 32MP Multisensor, 3.6-11mm, AI, TDN w/IR, TWDR, IP66, IK10, SD	Outside corner of building
1	90w PoE Injector	Multisensor camera
1	Illustra Pro Gen4 Multisensor Pendant Cap	Multisensor camera
1	RHOWCA - CORNER BRACKET ADAPTER	Multisensor camera
1	Dome Mount, SDU (Optima (indr/outdr), Wall, 23" (58.7 cm)	Multisensor camera
2	Illustra Flex Gen4 16MP Dual Sensor, MFZ 3.42-6.85mm, Edge AI, TWDR, TDN w/IR, I	Interior of building - wall mounted
2	Illustra Flex Gen4 Dual Sensor Pendant Mount	Dual sensor camera
2	Mount, Wall, For Ultra & Optima Outdoor Dome, 11 inches	Dual sensor camera
1	EasyCell LTE Cat 4 Industrial Cellular Router Wi-Fi	
1	NEMA 4/4X Indoor/Outdoor Cabinet with Integrated PoE Switch	
1	SINGLE LINE CCTV SURGE PROTECTOR	
1	SMART-UPS, 750VA, 2U, LCD, 120V, 8 X NEMA 5-15R, NEMA 5-15P	
1	8-PORT 802.3AT POE+ 10/100/1000BASE-TX MANAGED SWITCH, RACK MOUNT	Cabinet
500	4-23, CAT6, PLENUM, SOLID, BC, U/UTP, DUAL FRPO/FEP, LS-PVC, BLUE, 500FT	
1	Wall Cabinet Rack	Wall mounted
1	DESKTOP Q-SERIES NVR 8 IP PROFESSIONAL LICENSES 8TB INTERNAL STORAGE	Cabinet

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$29,413.55
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$29,413.55

Installation Deposit Amount:	\$17,648.13
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Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

2. Annual Service Charge:

Annual Service Charge Amount:	\$3,624.80
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$3,624.80

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Jerry Philpot Project Manager – Information Technology & Revenue Analytics Augusta Utilities - Engineering Phone: 706-312-4130 Mobile: 706-513-6863 Email : gphilpot@augustaga.gov 452 Walker Street, Suite 200 Augusta, GA 30901

System Operation: Johnson Controls to install new cameras with described views as follows: Exterior corner mounted camera on east corner of building to view above and below Diversion Dam, Canal below Head gates, Embankments, and the South Carolina side of the Diversion Dam. This will be achieved by one 360 multisensor camera. Interior dual lens cameras will be wall mounted inside the building to view all gate operations. JCI to provide a lockable cabinet mounted to the wall to house the NVR. Necessary conduit and surge protection will be provided.

Programming Info: Program system per manufacturer specs

Site Conditions: Existing building

Existing Equipment: N/A

Customer Expectations: NORMAL BUSINESS HOURS - MONDAY-FRIDAY. THE LOCAL IS TYPICALLY UNMANNED AND THE CUSTOMER WILL NOT BE PRESENT DURING THE ENTIRE INSTALLATION. A FINAL INSPECTION OF THE SYSTEM WILL BE COMPLETED WITH THE CUSTOMER AND A CUSTOMER ACCEPTANCE FORM SIGNED DURING THIS MEETING.

Training Expectations: TRAIN CUSTOMER WHILE ON SITE.

General Comments: Master Sales Agreement is active and in place between both parties. JCI suggest that the building become environmentally controlled in the future.

Customer Responsibilities / Johnson Controls Exclusions: Permanent power, access to building and the surrounding dam, Static IP Address. SIM Card and active cellular services.

Documentation Needs: DRAWING AND USER GUIDE WILL BE MADE AVAILABLE TO THE CUSTOMER.

Contract Notes -

TERMS AND CONDITIONS

Item 11.

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

A.8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software

Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring,

which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) if Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software"

means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF00000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent,

WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0292-AUGUSTA, GACUSTOMER NO.
129207608

JOB NO.

PO NO.

ESTIMATE NO.
1-8BZ12YK

ADDITIONAL TERMS AND CONDITIONS

DATE: 1/14/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

John Metz
3243 Sunset Blvd,
West Columbia, SC 29169-3427
Tele. No. (803) 543-6490Augusta Utilities
d/b/a:
("Customer")
Customer Billing Information
452 Walker Street, Suite 200
Augusta, GA 30901
Attn: Dennis Martin
Tele. No. (706) 312-4130Customer Premises Serviced
2421 Riverlook Dr,
Augusta, GA 30904
Attn:
Tele. No. (706) 312-4126

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)Sales Agent: John Metz
Sales Representative Registration Number (if applicable): _____





























CUSTOMER: _____

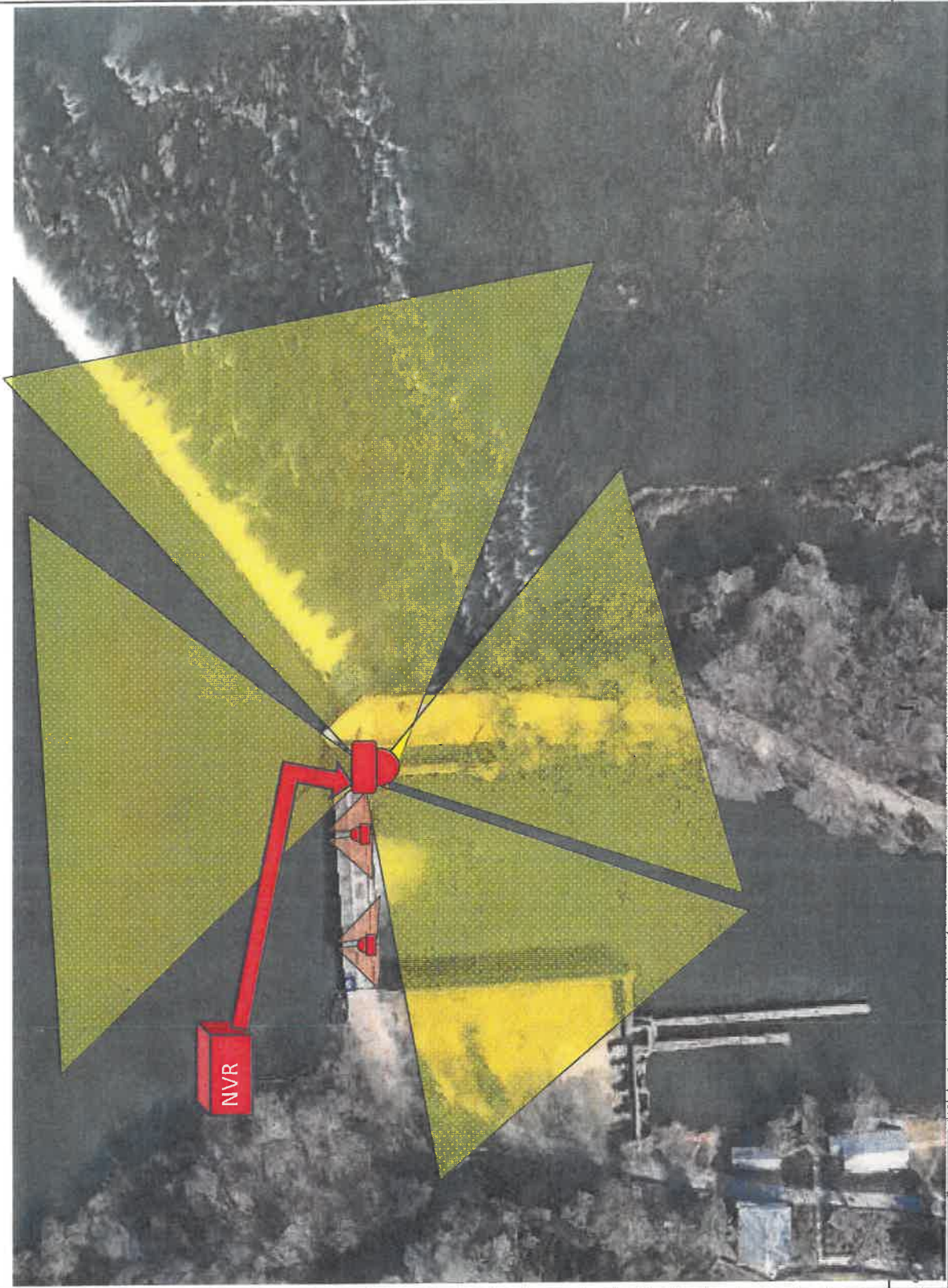
Accepted By: _____
(Signature of Customer's Authorized Representative)_____
(Name Printed)

Title: _____

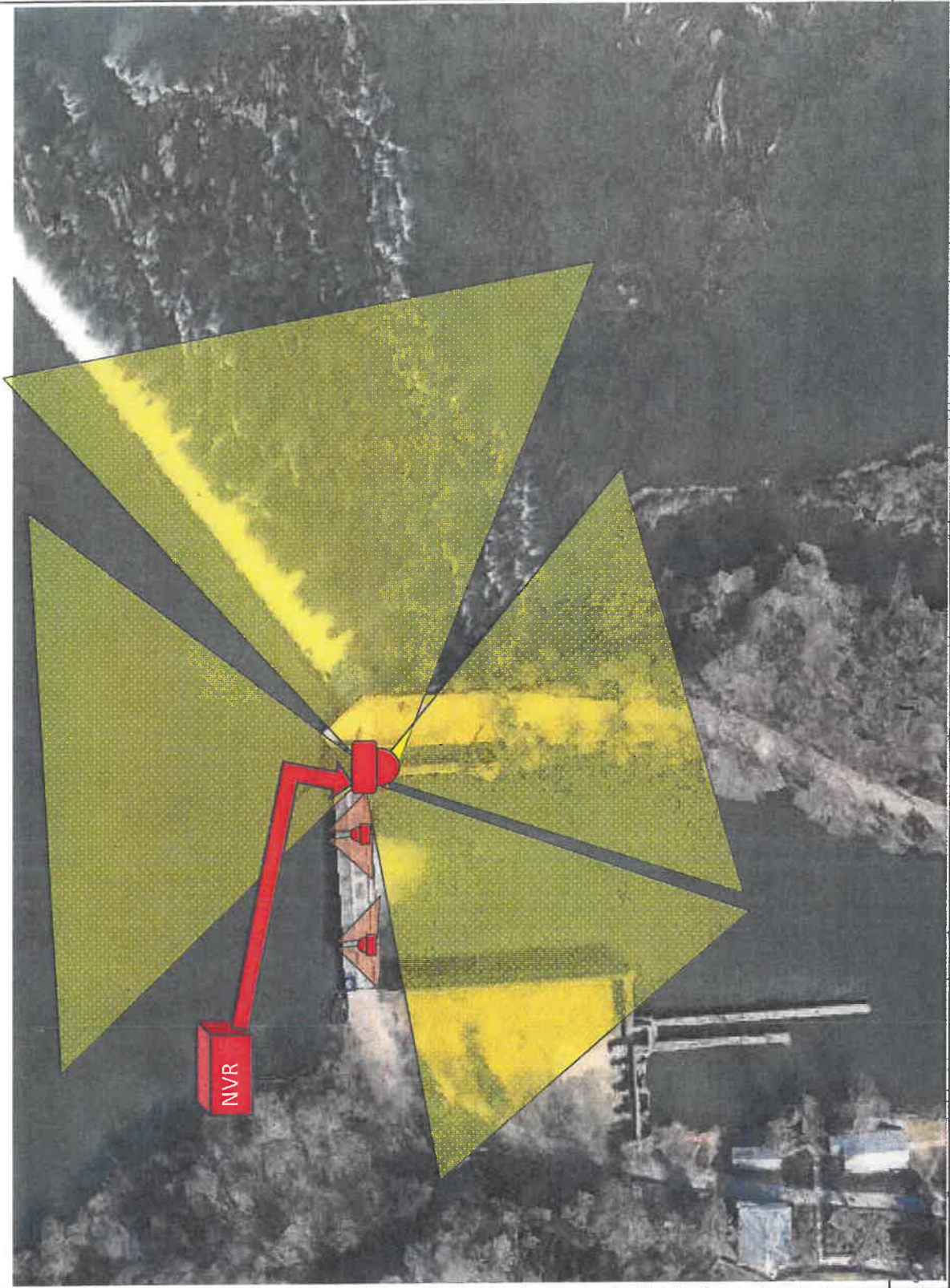
Date Signed: _____

Scope of Work

Symbol	Legend	Estimate #	Account	Address	Completed By
				HEADGATES & DIVERSION DAM	Johnny Metz
Symbol	Description	# Devices			
Intrusion Alarm					
	Intrusion Alarm Control Panel				
	Intrusion Alarm Keypad				
	Cellular Backup				
	Door Contact				
	Overhead Door Contact				
	Motion Detector (Long Range)				
	Motion Detector (Wide Angle)				
	Motion Detector (Ceiling Mount)				
	Glassbreak Detector				
	Photo-Electric Beam Transmitter				
	Photo-Electric Beam Receiver				
	Panic Button				
	Siren				
Access Control					
	Access Control Reader				
	Access Control Reader				
	Access Control Keypad				
	Access Control Keypad				
	Access Control Panel				
	Locking Hardware				
	Power Supply				
Video Surveillance					
	Dome Camera				
	Camera and Housing				
	Approximate Field of View				
	Network Switch				
	Camera Power Supply				
	Digital Video Recorder				
	Network Video Recorder				
	Network Attached Storage				
	Monitor				



The image shows an aerial view of a dam structure. A red rectangular unit labeled 'NVR' is positioned on the left side of the dam. From this unit, several yellow, fan-shaped sensor fields radiate outwards, covering a large area of the dam and the surrounding landscape. The dam itself is a long, narrow structure with a central gate area. The surrounding area appears to be a body of water or a large reservoir, with some rocky terrain visible on the right side.





Engineering Services Committee Meeting

Meeting Date: 2/11/25

Utilities Purchase SmartWorks MDM – Sole Source

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Augusta Utilities Purchase of SmartWorks MDM for AMI Data Integration as a sole source procurement form Systems and Software in the amount of \$607,000.00
Background:	AUD is in the process of identifying and deploying Advanced Metering Infrastructure (AMI) solutions for water to enable more accurate billing and customer-focused infrastructure management. As we move forward with this system, a data management solution is needed to help ensure that we can best take advantage of the solutions and processes we implement. We currently use software from Systems and Software for our billing and customer portal solutions, their ability to tightly integrate within their own systems is a key driver of our recommendation for the SmartWorks software.
Analysis:	<p>AUD is in the process of implementing an AMI solution to enable us to better manage the water system and to be more customer responsive. This will be accomplished by having access to much more data than previously available. We will receive information for, at a minimum, hourly usage across the entire water distribution network, including at each residence and business serviced by the water utility. However, with this amount of data comes additional challenges in managing data ingestion, analysis, and presentation in ways that allow for stakeholders to make well informed data-driven decisions. This challenge is normally addressed with the use of a Meter Data Management (MDM) system.</p> <p>AUD has reviewed potential MDM solutions from a number of our current industry partners. Based on our research we have identified that the SmartWorks MDM solution from Systems and Software is our best option to integrate the diverse existing and future meter data streams for a number of reasons. We currently use software from Systems and Software for our utility billing and customer portal, enQuesta and Capricorn respectively. Our existing relationship means they are both familiar with our current systems and our processes. As well, they are best suited to handle complex integrations due to their inherent knowledge of the details of how each of their systems interoperates. Systems and Software also has extensive experience integrating with AMI solutions from all major vendors. This means that as we move forward with the process of identifying our future AMI provider they are well positioned to, and have proven experience with, implementing successful AMI data solutions.</p>

Financial Impact:

The total cost to purchase software licenses, implement data integrations with our existing and proposed billing and AMI systems, professional services to properly setup the software, and training for AUD employees is \$607,000. As the proposed solution is a Software as a Service (SaaS) solution, there will be an annual cost for the software licensing and support. This annual cost is significantly less than the initial costs associated, starting \$77,716 in the first year, and will be accounted for in AUD's annual operating budget in the future.

Alternatives:

AUD does not implement an MDM solution and lacks the ability to have whole-of-network views of our water and billing systems and is unable to take full advantage of the benefits offered by AMI.

Recommendation:

Approve Augusta purchase of SmartWorks software.

Funds are available in the following accounts:

GL 516043410-5424320 / JL 82500010-5424320

REVIEWED AND APPROVED N/A

BY:



Print Form

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: Software as a Service

Estimated annual expenditure for the above commodity or service: \$ \$607,000

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).

- DM 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.)
- DM 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: 1/14/2025

Department Head Signature: [Signature] Date: 2/5/25

Approval Authority: [Signature] Date: 1/29/25

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

COMMENTS:

**Utilities Department****Wes Byne, P.E.**
Director**Steve Little, CPA**
Assistant Director**MEMO**

DATE: January 21, 2025

TO: Darrell White, Interim Director, Procurement Department

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

FROM: Dean Meyer

SUBJECT: Sole Source Justification

AUD intends to purchase a Meter Data Management (MDM) solution to accompany our progression towards an AMI solution for water metering in Augusta Richmond County. An MDM is required to effectively use the variety of meter data that AMI makes available in order to help our own system monitoring as well as to more effectively help our customers. After significant time spent in research and discussions, both internal and external, we have determined that the SmartWorks MDM provided by Harris Utilities is the only viable option for AUD for several reasons.

First, the software is developed and maintained by the same parent company that we use for our billing software, enQuesta. This allows for SmartWorks to integrate with enQuesta in such a way that no other software solution is able to due to their internal knowledge of both products and how to effectively integrate them.

Second, because of the level of integration that can be accomplished, SmartWorks is the only solution identified which will allow for AUD Customer Service Representatives to seamlessly assist customers by providing near real-time consumption data along with historical consumption and billing data within one software tool, rather than having to switch between multiple; this will in turn streamline customer interactions allowing AUD CSRs to be more responsive to customer needs. This can only be accomplished through direct integration of the software tools, something that only SmartWorks can facilitate based on our research.

Finally, SmartWorks is the only software tool identified in our research that will allow us to integrate data from all AMI vendors at a whole of network level, which is critical as we move forward with modernization. With multiple AMI systems requiring interoperability, the ability to integrate this data regardless of vendor source is critical to ensure the future success of AMI in Augusta.

For the above reasons, AUD has identified that SmartWorks is the only solution that meets our requirements. This software is only sold by the vendor, Harris Utilities, as such this requires a sole source procurement.

cc: Steve Little, CPA *sl*

Augusta Utilities - Metering Division
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
www.augustaga.gov/2771



enQuesta AMI Integration Pricing & Payment Schedule

January 14, 2025



ENGAGEMENT PRICING

Contract Summary

All contracted Software, Hardware and Services will be quoted and provided on a Fixed Fee basis. Travel expenses are estimated here for budgetary purposes but will be billed as incurred. The proposed scope of this project is defined in the AMI Interface to enQuesta Statement of Work. Additional services (including Travel & Expenses) required due to out-of-scope work will be quoted and billed on a time & materials basis at the then current rate charged by S&S.

Summary Pricing

enQuesta AMI Integration Project	
DESCRIPTION	TOTAL
Software License Total	\$50,000
Professional Services Total	\$440,420
Maintenance + Infrastrucutre setup Year 0 Total	\$116,580
SUMMARY PRICE (excluding Travel)	\$607,000
Travel Time and Expenses (estimated)	\$35,000

AMI integration with enQuesta Detail Pricing	
Description	Price
enQuesta to MDMS Multispeak API License Readings*	\$25,000
Remote Connect/Disconnect API License	\$25,000
Subtotal License	\$50,000
Project Management	\$31,200
Analysis & Data Mapping	
CIS Professional Services	\$10,400
MDM Professional Services	\$156,250
enQuesta Configuration & Business Testing & Connectivity with vendors and MDM with front end AMI	
CIS Professional Services	\$10,400
MDM Professional Services	\$46,875
Development	
Change current HH download	\$2,340
CIS to AMI Pilot Provisioning Files	\$21,840
Pilot Installation integration	\$4,160
enQuesta to MeterSense Oracle Views *	\$12,480
MDM integration with AMIVendor for hourly reads	\$31,250
Integration testing & Training	
CIS Professional Services QA testing, Training, Simulation	\$13,000
Support testing Onsite*	\$14,300
MDM testing and Training	\$62,500
Go-Live & remote support	
CIS Professional Services	\$5,200
CIS Development Services	\$2,600
MDM Professional Services	\$15,625
Maintenance/SAAS	
CIS Maintenance*	\$38,864
MDM SAAS Year 0	\$77,716
Total	
Services	\$440,420
License	\$50,000
Maintenance	\$116,580
Total Budget Price	\$607,000

Payment schedule

Project Deliverables	Professional services	License & SaaS & Maintenance	Payment Amount	Smartworks Milestone
AMI/MDM				
Contract Signing	\$110,105	\$166,580.00	\$276,685	Contract Execution
Completion of Analysis	\$66,063		\$66,063	Delivery of requirements document
Configuration and Core Team Training	\$110,105		\$110,105	Initial data Sync and AMI integration
Completion of Simulation	\$96,963		\$96,963	Completion of UAT
Go-Live	\$44,042		\$44,042	Transition to Support
Post Go-Live Support	\$13,142		\$13,142	30 Days Post Go-Live
TOTAL	\$440,420	\$166,580	\$607,000	
	<i>Note Maintenance will be prorated to renewal date</i>			

-

MAINTENANCE

Maintenance – Newly implemented enQuesta Software

Maintenance on new Software is due at signing. The maintenance will be billed on a prorated basis from signing until your next renewal date. The schedule above depicts a full year of maintenance. Year 0 will not be prorated for year 2024 if contract is signed by end of year 2024. Please refer to the Support and Maintenance agreement for further definition. Also below is the SaaS Future Payment schedule. It was established with the understanding that this Project will begin with no AMI meter saturation except that 1 separate pilot programs with about 500 meters will be established. So the initial annual subscription fee is lower to start then increases based on AMI meters being installed.

Fee Schedule:

Meter Count	Annual Recurring Fees (includes support services) for the Meter Data Management Product	Amount
	Software Annual Subscription Fee:	
36,312	Year 0	\$77,716
48,416	Year 1	\$94,445
72,624	Year 2	\$111,513
72,624	Year 3	\$117,089
72,624	Year 4	\$122,943
72,624	Year 5	\$129,090

The Annual Subscription Fees are identified in annual milestones represent fees, payable in advance of each year, for the Meter Data Management Product. The SmartWorks Software will be capable of importing, processing, and storing thirty-six (36) months of data for the meters reflected in the Meter Count & Configuration table below. Changes to storage and data processing requirements including storage duration, meter counts, configuration of intervals length or number of channels impact the storage requirements and associated Subscription fees submitted with our proposal.

These fees are for the term defined in the Fee Schedule table above and are subject to increase if the total meter population increases beyond the stated quantities in Meter Count & Configuration table below.

Meter Count & Configuration:

Service	Number of Meters	Channel	Interval Length
Water Residential	65,362	Gal	60 minutes
Water Commercial	7,262	Gal	60 minutes

- The number of daily processed reads is estimated to be **1,742,976**

Payment Terms

NOTES:

- Annual Maintenance for enQuesta remains in effect as per 2024 S&S Support Agreement.
- Invoicing will occur upon completion of events described above
- travel expenses will be billed as they are incurred. Client shall reimburse S&S for:
 - o Direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees
 - o Travel time for each on-site resource which will be billed at 50% of the current standard rate/hour
 - o The standard rate for 2024 is \$275.00/hour as a result the rate at which travel time will be billed in 2024 is \$130.00/hour
 - o A per diem rate of \$65.00 for weekdays and a \$110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided).
 - o Per Diem rates will periodically be revised at the discretion of our parent company. When that occurs the rates referenced above of \$65.00/weekday and \$110.00/weekend day may be increased accordingly.
 - o A mileage charge based on the current Internal Revenue Service recommended rate per mile
 - o All other reasonable expenses incurred in the performance of S&S's duties including courier services and documentation copying or production.
- Contract signing deliverable is payable upon receipt of the signed contract by S&S – All other amounts are due within 30 days from the date deliverable is completed
- Additional services outside the scope of this project will be billed monthly on a time & materials basis at the then current rate charged by S&S
- Quotation is valid until Dec,31 2024.
- This SOW is performed pursuant to the terms and conditions of that certain [Information Systems Agreement (ISA) between S&S and The City Augusta. It is further specifically understood that S&S will be contracting with N. Harris Computer Corporation to implement this SOW, pursuant to the terms and conditions of [City of
- Augusta AMI SOW], as amended, attached hereto, which terms will flow through to the City of Augusta if applicable.

- The initial Annual Subscription Fees will be due per the Maintenance Table above, which will initiate the anniversary date of the Initial Term and each Renewal Term and is non-refundable.
- Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or SmartWorks recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges.

RESET OF TERM TO MATCH FISCAL YEAR:

- Customer may request that Systems & Software match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for the Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Systems & Software Inc in writing and during the Initial Term of this Agreement. If such election is made Systems & Software shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.
- Third Party Service Provider's Online Privacy Policy:
<https://www.ibm.com/privacy/details/us/en/>

Systems & Software appreciates the opportunity to be of continued service.

Thank you.

Sincerely,



Michael Lamontagne
Systems and Software



Systems & Software, Inc.



Augusta Utilities Department

**Advance Metering Infrastructure and
Meter Data Management
Statement of Work**

Document Version 1.4

1/14/2025

Confidential Material Enclosed - This document includes information that Systems & Software, Inc (S&S) considers to be confidential, trade secrets, and proprietary information. Unless as required by law, it shall not be disclosed outside The Augusta Utilities Department, for purposes of this provision, except to include any consultants assisting in the evaluation of proposals.

Revision History

Date	Version	Description	Author
03/30/2023	1.0	Initial Draft	Michael Lamontagne
08/01/2024	1.1	Temetra Integration solution removed	Michael Lamontagne
9/20/2024	1.2	Final review	Michael Lamontagne
11/19/2024	1.3	Final version to align with Pricing guide	Michael Lamontagne
1/14/2025	1.4	PDF version for Augusta final	Michael Lamontagne

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1. EXECUTIVE SUMMARY

This Statement of Work (SOW) defines the work to be performed by Systems and Software Inc. (herein referred to as "S&S") for Augusta Utilities Department, (herein referred to as "Customer" or "AUGUSTA UTILITIES DEPARTMENT"). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. SmartWorks will use this document as a reference for the configuration and implementation of SmartWorks Compass (herein referred to as the "SmartWorks Software"). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in this document.
 - a) The SmartWorks Compass solution will be installed at the Systems & Software Hosting Facility.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read data from AMI Meters.
- 3) Integrate with
 - a) AMI Vendor 1 to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) S&S CIS to import meter and location data and provide billing determinants, Work order information
 - c) Capricorn Customer Web Portal to display customer billing data
- 4) Facilitate the pass through of real time requests for remote disconnect and reconnects to front end AMI solution to perform action
- 5) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 6) Provide support during User Acceptance Testing.

It is the objective of this statement of work to detail tasks that will be required

To establish the implementation of AMI functionality in enQuesta that have AMI capability using. As a result, for the detail solution to be operational in the CIS and MDM will require additional configuration across its business process and deployment of the Harris Meter Data Management product to store the interval data Readings. The enQuesta CIS and Capricorn Portal will both need to access this interval data to perform business processes that will utilize this interval data to reduce Truck rolls, promote conservation efforts through early leak detection and reduce read to bill time.

Those tasks will be outlined in this statement of work. This document will include the interface with a third party Meter installer for the creation of work orders to exchange existing meters with new AMI meters to establish and complete a proof of concept for the Augusta Utilities Department. This includes the delivery of the standard AMI Data base View package which allows the MDMS to be synced with the CIS system. Once the discovery session for the MDMS is complete additional fields may be added or removed to the View package. This AMI solution in CIS' will also be integrated with the functionality for Auto Void reconnect as part of AMI . These services will be outlined in this SOW.

Real time web services will be used to achieve interval data display, on demand reads, workorder creation from MDMS are also defined in this statement of work.

Remote Connect and Disconnect is in Scope and only 2 positions are available they are Water On and Water Off. Meters currently have the capability for a third labeled "Trickle". The CIS does not contain the functionality to have a third position at this time. The Utility can set the Off position to mean Trickle but the labels in the CIS will refer to Water OFF. If this method is the choice of the Utility then down-stream usage leak analysis will need to take this into account.

AMI Overview

All Water meters containing a radio transmitter will provide interval data back to the MDMS system. The CIS system will contain the meter, register and radio identifications and will keep the MDMS synced with both new meter installations and removals through provisioning. The CIS system, through real-time web services, will be able to display interval data, capture an on demand read or request for Mass readings for Billing and indicated Cycle(s). These real-time services will also include functionality, manually or through nightly processes in job scheduler, to complete workorders that have AMI meters reducing the number of physical truck rolls. The customer portal Capricorn, will request from the CIS system the same services to access the interval data from the MDMS system. This will display to the Utility customers who have an AMI meter installed on their account and have interval data to review.

The project pricing will include project management data integration mapping, design and analysis and implementation of services where defined, enQuesta product configuration and adjustment to current business process as required for

the deployment of AMI, Integration and Business Process Testing, User acceptance assistance, training of the Customer's Core Team, and deployment of functionality to proper environments as needed to achieve deliverables for a successful Go-Live.

2. NEW TERMINOLOGY

AMI – Advanced Metering Infrastructure includes devices and systems that measure, collect and analyze usage, and communicate with metering devices. The AMI system includes a TUNet (Tantalus Utility Network) interface where data is validated and passed through to other connected systems. The AMI system allows for two way communications with metering endpoints.

MDMS – Meter Data Management System is a term used to refer to a metering data storage and analytic system primarily used to store History of Interval data from the AMI head end system, which collects usage and metering data from meter endpoints; the MDMS also includes the account number and communication devices identification hardware.

Provisioning - Provisioning is the process by which enQuesta notifies the MDMS and Front ends AMI system of impending changes or discrepancies in metering data so as to maintain synchrony and prevent the MDMS from initiating unintended actions. For example, a Meter Exchange work order initiated in enQuesta provisions MDMS to prevent MDMS from “overreacting” to the signal interruption that will occur during the service action.

3. PROJECT OBJECTIVES

3.1. AMI Integration

3.1.1. To accurately achieve full system integration of the AMI system outlined above, the Customer is requiring that the full suite of integration points to enQuesta CIS billing system be established and deployed. This solution will provide real time functionality to utilize and present interval meter data for the deployed smart meters utilizing enQuesta and their customers using the Capricorn Portal. Integration between the MDMS and the CIS system is required to obtain this interval data for acquire readings for utility billing directly from the MDMS and to complete work orders using readings from the MDMS one by one or in mass through the work order control sheet template in enQuesta, and provide customers with usage information.

3.1.2. The areas of integration are defined as Basic Provisioning and real time Multi-Speak methods between the MDMS and CIS. Through this process, AUGUSTA UTILITIES DEPARTMENT will be able to:

3.1.2.1. Execute On Demand Reading from newly installed smart meters.

3.1.2.2. Request and display Interval data to service representatives and customers.

3.1.2.3. Perform cycle reading request from the MDMS to be billed.

3.1.2.4. Provide functionality to close service orders for Move out Move in scenarios where only a reading is required to complete. Resulting in

no field visit required.

3.1.2.5. Allow the MDMS the ability to generate a work order in the CIS for 3 defined actions. These actions will be determined at the MDMS discovery session with the Customer and the associated process in the CIS will be established. Additional actions will require a change order. An example of actions could be the MDMS identifies unauthorized tampering or outage . The MDMS will generate a work order type in the CIS to be executed.

3.1.2.6. The MultiSpeak® version will be 4.1 for this integration.

3.1.2.7. CIS to MDMS Oracle views will be used for provisioning .

3.1.2.8. MultiSpeak will be used for integration between MDMS and CIS.

3.2. Testing/Training

3.2.1. Testing

3.2.1.1. Test Plans and test cases are the responsibility of the Customer PM. S&S will provide sample test cases and recommended plans based on new functional AMI process, but the Customer PM ultimately understands the Customer business processes. The AMI testing will align itself with the testing objectives of the Upgrade project plan and will adhere to that contract for Go-Live readiness.

3.2.1.2. After S&S brings up the enQuesta system and completes initial smoke testing, the Customer will be responsible for final testing before providing the final approval to launch as determined by the CIS Upgrade Go-Live Plan.

3.2.1.3. Defect Tracking and Incidents can be categorized into bugs, enhancements, training items, configuration issues, conversion issues, and limitations (out of scope). Each type has its own specific workflow and business rules. This will allow Incidents to be documented and traced back to the test case and underlying functional requirement allowing for easy reporting on the “in-process” quality of enQuesta during each testing phase

3.2.1.4. A Project Close document will be created jointly by S&S and AUGUSTA UTILITIES DEPARTMENT that will detail the issues that need to be resolved for Project closure. This document, also referred to as a Punch List, will contain the agreed upon priority 0 and 1 defects that need to be resolved before a) go-live and b) project close (end of post go-live). Remaining in scope deliverables that need to be implemented or issues that need to be resolved will also be added to this document.

3.2.1.5. Issues and defects reported after go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

3.2.2. Training

3.2.2.1. S&S is responsible for providing the Core Team training to all participants identified as the Core Team of the AMI project. The purpose of enQuesta Core Team Training is to train the core project team on the new AMI features, functionality and any changes that will occur to their existing business processes as of result of this AMI solution deployment. The Core Team will be comprised of subject matter experts who manage the major functions of enQuesta, such as Billing, Credit & Collections, Security & Administration, Metering, and Customer Service. Core Team training does not include introductory or basic training to users unfamiliar with the processes of enQuesta.

3.2.2.2. The Customer is responsible for providing end user training to all participants they deem require to be trained for AMI functionality. This training should be completed prior to Go-Live.

3.3. Go-Live

3.3.1. Once the system is accepted through completion of the onsite system acceptance testing. S&S and AUGUSTA UTILITIES DEPARTMENT will Go-Live.

3.4. Post Go-Live Support

3.4.1. The purpose of this activity is for S&S to assist the Customer in the identification and resolution of all functional and technical issues, concerns, and errors, jointly referred to as “issues” or “defects”, related to the operations of the Solution.

3.4.2. S&S shall provide 30 days of AMI post-implementation remote support.. Issues will be reported through the current issue reporting process protocol currently in place between the Customer and S&S.

3.4.3. During this period, S&S will provide a weekly assessment report that indicates issues including, open/closed defects, open issues, training issues, and remaining/open risks as they pertain to the AMI implementation.

3.4.4. Issues will be reported by AUGUSTA UTILITIES DEPARTMENT using the current support process in place establishing Tickets in the system and will be coded as AMI Issues so the implementation team can resolve during the post go Live support period.

3.4.5. Complete Project closure and acceptance results in transition to standard support will be when all Showstopper and High Issues are resolved. Please refer to the 2021 Systems & Software Support Guidelines which defines issue levels.

3.5. Project Management

3.5.1. Project Management will fall under the enQuesta Upgrade Project

Manager.

3.5.1.1. The S&S PM will create and update a project schedule on a monthly basis and submit it to the Customer PM(s) for review. Regular Project Team meetings will be held weekly via conference call.

3.5.1.2. The S&S PM is responsible for ensuring the day-to-day activities for S&S are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.1.3. The Customer PM's are responsible for ensuring the Utility's day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.2. Time Management

3.5.2.1. Time Management is the process of estimating, scheduling and tracking project activities. The overall project schedule will be managed by the S&S Project Manager to ensure that the project is delivered in a timely manner. All the critical path items will be managed closely by the S&S PM and Customer PMs in their respective areas of responsibility.

3.5.3. Resource Management

3.5.3.1. Resource Management is the responsibility of both the S&S PM and the Customer PM's. Each PM is responsible for the oversight and management of the project team members from their respective organizations which may include employees, contracted consultants and vendors.

3.5.3.2. The S&S PM will manage S&S resources including all of its subcontractors; the Customer PM's will manage Customer resources, independent contractor for Q&A, and third party vendors.

3.5.3.3. At no time shall S&S become involved with the oversight or scheduling of Customer resources or the Customer's third party vendors.

3.5.3.4. It is the responsibility of each PM to ensure proper resources are available as scheduled in the project plan. This includes, but is not limited to, attendance in training sessions, team meetings, and conference calls, as well as participation in analysis, testing, and all other project activities.

3.5.3.5. Changes to the project timeline or the project plan that are due solely to the Customer and/or the Customer's third party vendors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.6. Changes to the project timeline or the project schedule that are due solely to S&S and/or the S&S subcontractors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.7. S&S' project management for AMI effort was reduced taking into account that a PM is already assigned as part of the Upgrade and only any additional amount of effort is required related to AMI therefore reducing any overlap of effort. Project Management is required through the completion of the Scope of work of S&S.

3.5.4. Change Control Management

3.5.4.1. Change Management is the process whereby out of scope requests or requirements are documented, analyzed, assessed for impact on the project and submitted for approval on mutually agreed upon Change Management Control. Change Orders to CIS will directly affect the timeline of this AMI deployment.

3.5.4.2. The Customer Project Managers will initiate an S&S Change Request Form (see Attachment B – Change request Form) which commences the Change Management process. The initial Change Request will be delivered to the S&S PM for consideration of the following: any possible resolution plans, resource requirements, impact to schedule, proposed timeline, and cost.

3.5.4.3. For all approved changes, the S&S PM will update the project schedule with the additional scope of work including project tasks, durations, and assigned resources. These tasks will then be managed as part of the overall project.

3.5.4.4. S&S may suggest that some Change Requests be managed outside the scope of the original implementation. This project decision will require the mutual agreement of the parties.

3.5.4.5. For those Change Requests that have financial ramifications, Payment Milestones will be reviewed and suggested modifications proposed by the S&S PM. Such proposed Payment Milestone changes shall be subject to the approval of the Customer.

4. ASSUMPTIONS

4.1. AMI CIS

- 4.1.1. The AMI project team will use the enQuesta Train environment for the establishment and testing of AMI business processes and integrations.
- 4.1.2. The Customer will store in enQuesta inventory for Meter, Register and Radio and will work with S&S on configuration of data elements and File uploads from Meter vendor.
- 4.1.3. Other devices Registers and AMR and MXU's will need to be converted to be inventoried devices as part of this project if not already configured.
- 4.1.4. Work orders will be established to install exchange and remove AMI devices to work seamlessly with enQuestaLink work force management.
- 4.1.5. New Smart Meter installation or exchanges of current AMI devices will be performed by AUGUSTA UTILITIES DEPARTMENT.
- 4.1.6. New Smart Meter installations or retrofits will also be performed by a third party mass meter installation contractor. This will require a download file of accounts for work to be performed. A file back from the Vendor will be required daily to be uploaded into enQuesta to create and complete the AMI exchange or retrofit so no Human completion is required.
- 4.1.7. S&S standard Oracle View package will be used for provisioning between the MDMS and the CIS.
- 4.1.8. The AMI meters converted and installed will be required to be read for Billing though the Realtime API from the MDM.
- 4.1.9. The MultiSpeak® Web services will be used to achieve real time integration version will be 4.1 for this integration.
- 4.1.10. Non AMI meters will be read for Billing using current method and the readings coming back will be uploaded into the Smartworks MDM.
- 4.1.11. Remote Disconnect / Reconnect will be established where work order through configuration will determine functionality of the meter and send the request to be disconnected through the MDM to the front end AMI solution based on Radio Type. Non AMI meters will go external to be

worked through the Mobil work force management solution.

- 4.1.12.** Service Orders (design, build, test, deploy) The 3 actions from the MDMS solution will be aligned with the work order(s) defined in the MDMS SOW section below.

5. ENQUESTA CIS BUSINESS REQUIREMENTS

5.1. Synchronization / Provisioning Front end AMI Solution(s)

- 5.1.1.** ITRON – The solution of provisioning the front end AMI from CIS has been ~~taken out~~ added back into Scope for the CIS integration. It was been determined that Itron will going to be using the current provisioning method to update its AMI front end solution Temetra. Since this provisioning takes place at the HH download process it is being recommended by S&S that The City of Augusta run all cycles Daily to ensure all metering points for new and exchanged or retrofitted AMI meters are captured daily. *The scope has now been updated to have a specific program run in enQuesta to populate the Temetra File directly as originally designed by Itron instead of an FCS conversion file by Itron.*

5.2. Synchronization / Provisioning MDM

- 5.2.1.** The CIS system will need to provide data to the MDMS to ensure synchronization of Account Number, Meter Number, Billing Cycle, locations, billing schedules, connection status', etc.
- 5.2.2.** The full periodic synchronization know as provisioning will be done from CIS using database views. This will allow the MDMS to avoid issues that can arise when changes are put into the CIS systems. (i.e., The CIS does not need to track changes).

5.3. Smart Meter provisioning

- 5.3.1.** New smart Meters being brought into enQuesta Inventory will be required to contain the AMI flag on the Meter Inventory record within enQuesta. This AMI Flag is required to be set to a Y and the AMI type field identified as 0= Manual Meter which refers to non-AMI smart meter and is the default meaning someone physically required to turn off or on the meter onsite. 1 = AMI Manual which means the meter is a smart AMI meter and can obtain interval data but does not have remote connect or disconnect capability from the front end AMI solution. 2 AMI RDM Remote Disconnect Meter which means the service can be shut off or reduced remotely by front end AMI solution. The field is also required to be set. The image below presents these 2 fields. The codes for configuration may change based on

implementation setup. The importance is to identify a manual shut off meter verses a remote disconnect capable smart meter.

Device Maintenance

REGISTERS

Application: 3 - WATER

Device Code: 0

Device #: 03847843

Active Code: 0 ACTIVE

Purchase Order #:

Purchase Date: 1/27/1994

Purchase Cost: .00

Install Date: 12/28/2014

Install Cost: .00

Returned Date:

Work Order Number: 0

Work Order Year: 0

Set Date: 12/28/2014

Meter Date: 00000000000000

Battery Date:

Battery Time: 00000000000000

Shaft Reduction:

Number Cams:

Maintenance Date:

Usable/Unusable: 0 - Usable

Ownership Flag:

Bidirectional:

AMI Flag: Y - AMI Meter

AMI Type: 1 - AMI MANUAL

AMI Kind: 0000

N/A:

Notes:

Config: 304 - GAL 1 REGISTER ADD TOGETHER

Bill Config: 304 - GAL 1 REGISTER ADD TOGETHER

Customer Number: 020-1954.300

Customer Name: JAMES PRICE

Prem Address 1: 14795 TOLL RD

Prem Address 2:

Prem Address 3:

City: RENO

Comments:

Tax: 99

Warranty Date:

Warranty Type: 0

IP Address:

Modem Phone:

TIM ID:

Password:

Name:

Worker #:

Issued Date:

Truck #:

Operator #:

Installed: 12/08/2014

Month in Service: 68

Last Updated: 7099 07/09/2020 00:00:00

METER TEST SUBMIT CANCEL

5.3.2. The current Hand Held process is modified to exclude AMI meters in the download where reads are provided from the MDM.

5.4. Billing Requests

5.4.1. The MDMS and enQuesta will implement the MultiSpeak®® GetLatestReadingsByMeterIDList method for billing integration.

5.4.2. The list of meter IDs and start date parameters will be derived from list of billed cycles. The billing closure is part of the new Billing Collection Events (BCE) table in enQuesta version 6. The default time stamp will be applied when the event is scheduled. The CSR will choose the associated parameter ID to select billable readings. Below are assumptions on return readings:

- The method will return the most recent register read for each meter for the billing cycle
- (could be a couple days old or it could be 10 days old) A number

- of days parameter can be globally set. Generally 3-5 days is set.
- Missing reading will not be returned (vs. old reading or an error)
- Would be up to enQuesta to decide how to handle the reading
- Part of the response is the date/time, and the value – it will be up to the utility to configure kick-out (to decide on-demand reading, estimate read or send someone else in the field)
- EnQuesta distinguishes AMI read meters from non-AMI meters

5.4.3. enQuesta will create a request pool to handle concurrent requests for each meter in billed cycle. The pool size will be defined in configuration for optimal performance. Once the pool completes all the requests it will create the “formatted block” message for further processing in enQuesta (existing process).

5.4.4. Billing Request will be updated with current status and metrics when it's completed.

5.5. Interval Data in enQuesta and Capricorn

5.5.1. Interval reading data will be presented to the CSR in the Inquiry Portal on the Usage Tab. A new inquiry configuration will be established to be associated through enQuesta operator security to the View.

5.5.2. The customers end users can be presented interval data, if desired by the utility, through Capricorn's AMI Web Portal module.

5.5.3. enQuesta will initiate the MultiSpeak® method labeled **GetReadingsByMeterIDAndFieldNameIntervalData** method to get Interval Data, the interval data will be in 60 minutes interval.

5.5.4. S&S will aggregate the Interval Data on the enQuesta side for following intervals for display in the enQuesta Billing portal:

- Hourly – 1 hour
- Daily – 24 hours
- Monthly – 1 month

5.5.5. If meter is configured for 1 hour interval and requested interval is 15 minutes exception will be thrown by enQuesta API.

5.5.6. See Appendix A for sample SOAP Messages for enQuesta Interval Data requests.

5.6. On Demand Reading Request

5.6.1. enQuesta to perform on-demand read through MDMS MultiSpeak® method **InitiateMeterReadingsByMeterID** supplying a

transaction ID and a response URL. MDMS will then attempt to perform an on demand read to that meter, using whatever protocol is configured for that action. This may be another MultiSpeak® request, but may also be a proprietary API call depending on the AMI system the meter belongs to. Once MDMS has received the readings from the AMI system, it will make a **ReadingChangedNotification** call back to the response URL supplied in the initial request, and quoting the supplied transaction ID. In the event of a timeout or other failure of the on-demand reading, MDMS will respond with a MultiSpeak® error message. enQuesta will make this process pseudo synchronous so the processes of the Customer stay the same. enQuesta will have configuration to define how the reading will be acquired, by default it will use above method but in case if there are communication problem with meter two other options will be available: Using **GetLatestReadingByMeterID** method which asks for the most recent reading from MDMS database for a single meter. The response contains the timestamp, channel ID, value, and unit of measure of the latest register reading in the database. One reading for each channel is supplied in the response. Both methods, when enQuesta will first try to get the readings using **InitiateMeterReadingsByMeterID** method and if it's failed/timeout will try to get it using **GetLatestReadingByMeterID** method.. Below is a screen print of the Usage screen on main inquiry which displays the ondemand read date and time stamp.

5.6.2. SOAP Messages to be established in technical integration document..

5.7. Service Order Integration

5.7.1. Service Order integration includes the following functionality:

Create Service Orders. Use Case: create an investigate meter service order after receiving a tamper alarm and determining it was not caused by planned field work. The following MultiSpeak® CB and NOT (Notification) Server methods for this functionality will be implemented by S&S:

- o ServiceOrderOpenedNotification - NOT
- o GetNextNumber – CB. Will be used to keep track of created Service Orders. This will be called before ServiceOrderOpenedNotification in order to obtain service order number.

The above MultiSpeak® method(s) will be implemented in enQuesta and are one-way synchronous methods where MDMS is a client and enQuesta is a server.

5.7.2. EnQuesta has a field order flag to distinguish work orders that

require field visit from those that can be completed with an AMI meter read. Following AMI kick off meeting, S&S and AUGUSTA UTILITIES DEPARTMENT will meet to review the work orders that can be completed using the AMI system. Through this scope, S&S will change the work order flag of the existing work order types. An example of a work order could be: **Move In Move Out Work Orders**

- 5.7.3.** S&S and AUGUSTA UTILITIES DEPARTMENT will meet regarding Non-automated Work Order Creation and review those in MDMS's Task listing and decide which ones require integration in enQuesta. The work order Types will be created as necessary.

6. OUTSTANDING ISSUES/QUESTIONS

6.1. Question

6.1.1. It is S&S recommendation that non-AMI Monthly Meter readings used for Billing remain being brought through the CIS Hand Held Upload process. When The Augusta Utilities Department has determined which AMI Vendor will be the proposed solution it can be revisited if non-AMI monthly readings are desired to be brought back into the MDM versus the CIS directly. **ANSWER- The Vendor selected is Itron's Temetra solution. Non-AMI manually read meters will be downloaded by enQuesta to be manually read and will be uploaded to the MDM for all manual monthly read meters as well as AMI meters hourly intervals. The Billing data request is executed in CIS to ensure all reads for the Cycle AMI and Manually read monthly reads are requested. No interval data for manually read meters will be retained in the MDMS.**

7. BUSINESS PROCESS AND REQUIREMENTS FOR METER EXCHANGES

7.1. Work Orders Internal

7.1.1. Analysis of the current meter exchange work orders will take place and new meter installs, removal, and exchanges will be configured as needed and tested for this project. Other internal work orders will be established as needed for the Customer to maintain the new AMI account integrity.

8. METER AND OTHER DEVICE INVENTORY IN ENQUESTA

8.1. Initial Setup

8.1.1. Meters, Registers and Radio devices, for the AMI, will need to be established in enQuesta as inventoried items. enQuesta is capable of loading meters and other devices into enQuesta using a file. The file format is typically an MS Excel format. For instance, column A will contain the device ID. Most customers edit the electronic file from the manufacturer or copy the device ID and create a new file. The file is then saved to an enQuesta directory (to be determined). Next, utilizing the "Quick" functionality in enQuesta, the User selects the file and identifies a template which the device data can be recorded to in enQuesta. By uploading files to these templates, enQuesta records the device data to the enQuesta inventory. This is performed for meters and then for other devices such as radios.

8.1.2. The Radio and Register are considered "Other" devices in enQuesta. The device parameter initial setup will utilize Other Device Type codes XX = Register and XX = Radio as a description. These Codes will be determined during AMI stage 1 of the project. AUGUSTA UTILITIES DEPARTMENT can choose to carry both or neither in inventory. This will be a decision during the project TBD. S&S recommends at least the Radio device to

be carried in inventory. When installed at the customer premise through a work order the Other Device Type XX and Other Device ID inventory numbers are added.

8.1.3. The account will contain 1 CMTR record in enQuesta for each register reading required. AUGUSTA UTILITIES DEPARTMENT will need to determine all attributes to be populated on the Register and Radio inventory record to establish the initial template for each.

8.1.4. The file AUGUSTA UTILITIES DEPARTMENT should FTP to a location on the enQuesta server (TBD) will only consist of the current file format in place containing the device number. Each device Type Meter, Register, Radio is a separate file and the creation program you will select the template for the particular device being created.

8.1.5. The screen below will be used to upload Meters and Radio devices and Registers into inventory.

Device Quick Entry -- Webpage Dialog

Device Quick Entry

Preview Export Submit Cancel

Application: 3 - WATER

Create Devices, Other Devices, or Both?: D - Devices

Enter Device To Use As Template

Template Device Code: [] [Q] []

Template Device ID: [] [Q]

Device Active Code: [] [Q] []

Template Other Device Code: [] [Q] []

Template Other Device ID: [] [Q]

Other Device Active Code: [] [Q] []

Create Device From File?: N - No

Create Meter Test Records From File?: N - No

[] [Q] []

N - No

9. METER DATA MANAGEMENT (MDM) SMARTWORKS

9.1. Introduction

This Statement of Work (SOW) defines the work to be performed by the SmartWorks division of N. Harris Computer Corporation (herein referred to as “SmartWorks”) for Augusta Utilities Department, (herein referred to as “Customer” or “AUGUSTA UTILITIES DEPARTMENT”). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. SmartWorks will use this document as a reference for the configuration and implementation of SmartWorks Compass (herein referred to as the “SmartWorks Software”). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in this document.
 - a) The **SmartWorks Compass** solution will be installed at the **Systems & Software Hosting Facility**.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read data from AMI Meters.
- 3) Integrate with
 - a) **AMI Vendor Itron** and to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) **S&S CIS** to import meter and location data and provide billing determinants, Work order information
 - c) **ESRI GIS** to integration with base maps URL
 - d) **SilverBlaze Customer Web Portal** to display customer billing data
- 4) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 5) Provide support during User Acceptance Testing.

9.2. Glossary of Terms

Term	Definition
Acceptance Testing Period	A defined period of time to perform User Acceptance Testing on the Solution including testing in a live pre-production environment.
Actual Solution Acceptance Date	Date that written acceptance by Customer is received by SmartWorks that Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Criteria.
Billing Determinant	The measure of consumption used to calculate a customer's bill. A billing determinant is either: <ul style="list-style-type: none"> • A register read; or • A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.
Change Management Process	The process outlined in section 9.8.6 of the SOW, which SmartWorks and Customer will follow for any proposed changes to the SOW.
Deliverable	An item created during the project that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Criteria by which Customer determines that the Deliverable provided by SmartWorks is in accordance with this Statement of Work.
Deliverable Acceptance Criteria Document	A central listing of all Deliverables and Work Products developed by and maintained throughout the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which Customer and SmartWorks expect Solution Acceptance to be achieved.
Functional Testing	Testing of the core Solution components (configuration, interfaces, reports, and modifications) against agreed upon requirements, prior to User Acceptance Testing.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Deployment phase of the project.
Integration Testing	Testing of the end-to-end process based on business processes and scenarios against the agreed upon integration requirements.

Term	Definition
Interval Read Data	<p>A meter read (actual or virtual) showing the consumption over a defined period of time, demand, or interval, normally 60 minutes, 30 minutes, 15 minutes or 5 minutes.</p> <p>Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.</p>
Meter Channel (physical)	<p>Unique stream of meter read data, with corresponding UOM (Unit of Measure), measured by meters and stored under a unique Channel ID within SmartWorks Compass.</p> <p>Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).</p>
Meter Channel (virtual)	<p>Unique stream of meter data, with corresponding UOM (Unit of Measure), generally calculated by and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).</p>
Meter Event	<p>An anomalous network situation or notification reported by an AMI meter; for example, issues related to quality of supply, security failures, fraud, or issues with network communications. Meter events are collected and reported by Customer's AMI system as part of the routine meter interrogation cycle.</p>
Post Implementation Grace Period	<p>Time period after Actual Solution Acceptance Date during which SmartWorks Software is operating as Customer's primary operating system with respect to functionality contained herein.</p>
Register Read Data	<p>A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include:</p> <ul style="list-style-type: none"> Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (typical units of measure include kilowatt-hours (kWh) for electric meters and Gallons/ cubic foot or cubic meter for water meters.) Time of Use Consumption Register (total consumption during a specific time of use window)

Term	Definition
Solution	The set of related software programs and services to be implemented according to this Statement of Work.
Solution Acceptance	Customer determination by written acknowledgement that the Solution provided by SmartWorks performs in accordance with the Functional and Integration Requirements documents developed for this Statement of Work.
Standard Project Plan	A baseline plan created by SmartWorks in collaboration with Customer_during the Initiation and Build phase of the project. The plan establishes the implementation timeline (including certain milestones) for the project.
Third-Party Vendor	Any vendor or organization that is not part of SmartWorks or Customer
Unit Testing	Ad hoc testing of individual Solution components to validate that each component meets the specifications set forth during the project.
User Acceptance Testing	Testing to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios.
Work Product	An item created during the engagement that is reviewed by Customer but does not require formal approval.

9.3. Roles and Responsibilities

The activities to be carried out are detailed in each section of this document. The table below defines the associated roles and responsibilities at a high level. References to the corresponding sections of the SOW are included when a more detailed description is required.

Task	Responsible Party
Establish detailed Project Plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 9.11 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 9.11 Customer Resource Involvement	Project Core Team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Manager (SmartWorks)
Ensure assistance and cooperation by Third-Party Vendors (including AMI, AMR and GIS)	Project Manager (Customer)

Task	Responsible Party
Participate in weekly project calls	Entire Project Team (SmartWorks/Customer)
<p>Confirm User Authentication method and assist with configuration.</p> <p>Note: User/password authentication can be performed by an external Identity Provider (IdP) such as the cloud based Microsoft Azure Active Directory via SAML (Security Assertion Markup Language) single-sign-on protocol or via an on-premise LDAP (Lightweight Directory Access Protocol) server such as Microsoft Active Directory.</p> <p>The three options are:</p> <p>Approach 1: Framework manages authentication, role membership and access.</p> <p>Approach 2: IdP manages authentication only.</p> <p>Approach 3: IdP manages authentication and role membership.</p>	IT (Customer)
<p>Configure Virtual Private Network (VPN) as required to enable access to 3rd Party Software.</p> <p>Note: When the SmartWorks software is hosted using our cloud / SaaS environment, and an SAML integration is not possible, the LDAP / Active Directory integration is achieved via a secure IPSec VPN tunnel between the hosted SmartWorks application server and the customer's LDAP / Active Directory server.</p>	IT (Customer)
Perform initial install in System & Software Hosting Facility	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 9.5 SmartWorks Compass Modules	Consultants (SmartWorks)
Provide deliverables as defined in section 9.6 Project Deliverables and Work Products	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 9.7 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 9.7 Software Integrations	Consultants (SmartWorks)
Perform data validation for each DataSync iterations and confirm validity of AMI data	Project Team (Customer)

Task	Responsible Party
Identify User Roles and User Groups	Project Team (Customer)
Perform Unit Testing	Consultants (SmartWorks)
Perform Functional and Integration Testing	Consultants (SmartWorks)
Provide user training	Consultants (SmartWorks)
Create User Acceptance Scripts	Project Team (Customer)
Perform User Acceptance Testing	Project Team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed Note: Guidance will be provided by SmartWorks until the project is deemed completed.	Project Team (Customer)

Related Documents

Related documents to the SOW are:

- 1) Subscription Agreement
- 2) Software Implementation Services Agreement
- 3) Support and Maintenance Agreement

9.4. SmartWorks Compass Implementation Scope

The scope of this Statement of Work is to implement the SmartWorks Software Solution for the Customer and to train key Customer personnel on the operation of the SmartWorks Software. The Customer will procure and install their respective advanced meters and supporting network infrastructure.

9.4.1 Environments

SmartWorks will deploy two (2) instances of the SmartWorks Software in the Systems & Software Hosting Facility in the United States: one (1) Test instance and one (1) Production instance.

The intent of a test environment is to test new or existing functionality with a minimal set of data representative of the meter population prior to a production update.

The Test and Production environment specifications are shown in the Server Specification Assumptions table below. The use of the Test instance as a copy of production with a full set of data and corresponding full dataset processing is not included in the scope of work. Server specifications and associated hosting costs, if applicable, included in scope are based on these assumptions. Changes to the environments may be brought into scope using the Change Management process.

9.4.2 Server Specification Assumptions

	Live Storage	Meter Population	Integrations	VEE
Test instance	12 months	Meter Deployment following table in Section 9.4.4	Integrations defined in Section 9.7, not real time. Real-time integrations only enabled/active as required e.g. DataSync, real-time events, remote actions	The test environment is designed to be used for functional testing with meter data refreshed by database imported on an annual basis, as needed. Regular VEE processing will not be performed.
Production instance	36 Months	Meter Deployment following table in Section 9.4.4	All integrations defined in Section 9.7.	Enabled

9.4.3 Storage

Except as otherwise expressly set forth herein, all hosting services delivered hereunder, and Systems & Software's hosting facility will be used to host the MDM, in accordance of the terms and conditions of the current Hosting Services Agreement dated Between The City of Augusta and Systems Inc dated 9/2/2023.

The SmartWorks Software will be capable of importing, processing and storing thirty-six (36) months of data for the meters reflected in the table below. Each instance will be sized appropriately to manage this volume of data. Changes to the table below that may affect the size of the Hosting environment

An archive and purge process will be used for data older than thirty-six (36) months. Archived data will be recoverable for a period of five (5) years after the date of archive, after which it will be purged.

To restore a location's data that has been previously purged and archived, users must enter the Location Number or meter ID. Once the restore execution is complete, all data for the selected meter ID, or for all meters associated with the selected location, will now be available in the system again, and can be viewed in graphs, tables, or other reports. This data will remain in the system indefinitely and will be excluded from further data purge processes. Users will also be able to configure a "Data Purge Exclusion Meter List".

Changes to storage and data processing requirements including storage duration, meter

counts, configuration of intervals length or number of channels impact the storage requirements submitted with our proposal. These may be brought into scope using the Change Management process.

A set of test meters in the Production environment will be defined by the Customer as being eligible for testing functionality (for example, disconnect features).

9.4.4 Meter Configuration

The SmartWorks Software will be capable of importing, processing and storing meter usage data based on the interval length and channels submitted with our proposal and defined below. Changes to meter counts, configuration of intervals or number of channels may be brought into scope using the Change Management process.

Service	Number of Meters	Interval Length	Number of Channels	UOM
Water – Residential	65,362	60 minutes	1	GAL
Water – Commercial	7,262	60 minutes	1	GAL

9.4.5 SmartWorks Compass Meter Data Types

For each water meter provided in the Data sync process, there are four (4) different record types supported in Compass MDM:

- INT (Interval reads): reads processed through VEE,
- REG (Register reads): reads processed through VEE,
- EVN (Meter events),
- OMD (Other Meter Data values).

The SmartWorks Compass record layout for each of these six record types is detailed in the tables below.

9.4.6 Raw Interval Reads

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'INT' for interval reads.

Field Name	Field Type	Description
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time of the end of the interval, in the meter's local standard time (not including daylight savings) or UTC. Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter reading (either consumption or max demand, depending on the channel's Unit of Measure) for the interval.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

9.4.7 Raw Register Reads

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'REG' for register reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time the meter's register was read, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".

Field Name	Field Type	Description
Read_value	Decimal (any precision)	Numeric value representing the meter register reading, which should match the meter's faceplate value at that time.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

9.4.8 Meter Events

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'EVN' for meter events.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Int	Where applicable, indicate the channel ID associated with this event. In most cases, the event is associated at the meter-level, and not with a particular channel. In such cases, just put "1".
event_dtm	Date/Time	Date and time associated with the event, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Event_tp	String (not exceeding 30 chars)	Text indicating the type of event (example, 'Tamper', 'Outage', 'Leak', etc.)
Event_Comments	String (not exceeding 256 chars)	Text description of the event. If none is available, just duplicate the value in the Event Type field.

9.4.9 Other Meter Data

Field Name	Field Type	Description
Record Indicator	String (3 chars)	Must have value 'OMD' for other meter data.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Value_Type	String (not exceeding 30 chars)	Identifier of the type of other meter data - i.e. "blink count, current".
value_dtm	Date/Time	Date and time associated with the data value, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Value_qty	Decimal	Numeric value indicating the quantity of the data value.
UOM	String (not exceeding 8 chars)	Unit of measure for the data value.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that obtained this meter data value (optional).

9.5. SmartWorks Compass Modules

The following SmartWorks Compass Software modules will be installed and configured as part of the scope of this engagement:

- **SmartWorks Compass**, including the following modules:
 - **MeterSense MDMS**
 - **KPI Dashboard**

This section includes a description of each module as well as their corresponding Pre-requisites and Assumptions.

9.5.1 MeterSense MDM

SmartWorks will install and configure **MeterSense MDM** module.

Module Functionality includes:

- Support meter deployment
- Reports to help ensure that meters are provisioned correctly and communicating in the field
- Monitor AMI Performance
- Report on number of reads delivered compared to AMI Service Level Agreement

- Enable Meter-to-Cash
- Validation of reads, billing determinants and customer service support
- Alert via Meter Events
- Store and report on Tamperers, Leaks, error and other meter flags

Pre-Requisites & Assumptions

- Meter reads are imported from the AMI as defined in section 9.7.1 AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 9.7.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 9.7.5 CIS Synchronization Integration.
- After installation of **MeterSense** MDM by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense** MDM reports based on the modules identified in this Statement of Work and the availability of the data described in section 9.7 Software Integrations.

9.5.2 KPI Dashboard

SmartWorks will install and configure the **KPI Dashboard** module. The KPI Dashboard enables the user to configure one or more dashboards to display information on Key Performance Indicators (KPIs). A KPI is a metric that is represented by a One-Dimension or Two-Dimension Visualization component:

- One-Dimension KPI Visualization includes: Numeric, Thermometer, or Speedometer
- Two-Dimension KPI Visualization includes: Area, Bar, Column, Scatter, Pie, or Table

For each KPI, a panel of information is available. This includes:

- Value of the KPI displayed as a numeric value, speedometer graphic or thermometer graphic.
- If a drilldown link was defined when the KPI was registered, clicking anywhere on the value will launch a window with the drilldown page.
- Color coded value (red/yellow/green), depending on settings.
- Max/min statistics and trend area.
- Secondary KPI value, where configured. If the secondary KPI value has been defined with a drilldown link, clicking on the value will launch a window with the drilldown page.

Information on a KPI can be shared via email on a scheduled basis or threshold-driven exception basis.

A set of standard KPIs are made available with the application. These are arranged into a set of standard dashboards. It may be that not all dashboards or KPIs are applicable

to a utility depending on available information, modules deployed, and integrations performed. Users may configure their own dashboards from the available KPIs.

Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Population of any data required for calculation of KPIs as per section 9.5.1 of this SOW.

9.5.5 Reporting

All standard reports available within the SmartWorks Software will be made available for all licensed modules.

No custom reports have been identified for delivery. However, if during the project, Customer identifies a requirement for a custom report, the services can be brought into scope using the Change Management process described in section 0.

9.6. Project Deliverables and Work Products

The following deliverables, milestones and work products are included in this project.

Deliverables are items created during the project that require formal review and approval by the customer. **Work products** are items created during the project that are reviewed by the customer but do not require formal approval by the customer.

9.6.1 Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- SmartWorks Software installation
- SmartWorks Software configuration
- SmartWorks Software integration as defined in section 9.7
- SmartWorks Software End-User Training

9.6.2 Work Products

The following list identifies the key work product documentation associated with this project:

- Project Schedule
- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Material
- SmartWorks Software User Guides
- Go-Live Approach Document

9.6.3 SmartWorks Compass Training and Discovery Sessions

To enable users to effectively use the software both during acceptance testing and in a production capacity, SmartWorks will provide end-user training as part of this project. Onsite and remote training sessions will be provided the Customer as outlined in the table below.

Activity	Location	Attendees	Length
Kick Off Meeting	Remote	Core project team, Executive Sponsors	1-2hrs
SmartWorks Compass demo	Onsite* (with Discovery)	Core project team, Billing, Meter Op, CSR, IT	1hr
Discovery Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI)	1.5 day
Workshop 1: Compass Overview and Introduction to VEE	Remote	Core project team	0.5 day
Navigation Training Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT	2 days
Workshop 2: Data Validation	Remote	Core project team	0.5 day
Workshop 3: Roles and Groups configuration	Remote	Core project team	1hr
Processes and System review Session	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI, etc.)	3 days
Workshop 4: Addressing VEE Exceptions and fine-tuning	Remote	Core, Billing, Meter Op, CSR	2 x 0.5 days
SmartWorks Compass Functional and Process Training	Remote	Core, Billing, Meter Op, CSR	3 x 0.5days
Test scripts review	Remote	Core, Billing, Meter Op, CSR	1hr
UAT Acceptance Testing Support	Remote	Core, Billing, Meter Op, CSR, IT	10 days

Note: Onsite* sessions will take place when safe and appropriate. The onsite sessions can be replaced with remote online sessions upon agreement between SmartWorks and Customer.

9.6.3.1 Kick Off Meeting

The purpose of this onsite meeting is to introduce project team members and review the MDM project at a high level. Topics include scheduling, methodology, milestones, communication plan and short-term focus.

9.6.3.2 SmartWorks Compass Demo

High level review of SmartWorks Compass features and functionalities. The purpose of this demo is to prepare Customer to engage in discussions during the Discovery Sessions.

9.6.3.3 Discovery Sessions

Preliminary requirements for the CIS Data mapping (DataSync) and billing (Meter to Cash), as well as for the AMI integration (Implementation Questionnaire) are reviewed during these sessions. The Solution Architecture Diagram and infrastructure components such as VPN connection are also scheduled as part of the initial discovery sessions. The VPN discussions should have started remotely, prior to Discovery.

These sessions are technical and participation from Customer's subject matter experts as well as third party vendors are expected to ensure optimal efficiency during the initial phases of the project. Meeting the dependencies identified during the initial discovery sessions is critical for the scheduling of subsequent project activities.

9.6.3.4 Workshop 1: Compass Overview and Introduction to VEE

The purpose of this session is to introduce the core team to SmartWorks Compass functionality and to the existing Validation Routines available within SmartWorks Compass.

The Overview Training Session is held with the core user group when initial configuration is complete. This session occurs during the Pilot phase and is held remotely, in preparation for the Onsite Discovery Session, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the Discovery Session.

The Overview Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate SmartWorks Compass platform and understand existing configuration.

9.6.3.5 Workshop 2: Data Validation

This workshop is held once initial configuration of DataSync and AMI read import is completed. The purpose of this Workshop is to review data within SmartWorks compass, including the review of validation reports. Following this workshop, it is expected that users will proceed with validation of the data from the CIS DataSync and AMI integrations, by comparing to their existing CIS and AMI systems.

9.6.3.6 Navigation Training Sessions

The Functional and Navigation Training Session is held once initial configuration of DataSync and AMI read import is complete. The purpose of this training session is to introduce the Core project team to the SmartWorks Compass application, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the following remote workshops and onsite sessions.

The Navigation Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate SmartWorks Compass platform and understand existing configuration.

Topics typically covered in this training include:

- SmartWorks Compass Navigation training
- Data Setup
- Meter Reads & Validating, Estimating, Editing – VEE
- Using Maps and Reports
- Advanced Reporting and KPI Dashboards
- System Administration

9.6.3.7 Workshop 3: Roles and Groups configuration

The purpose of this Workshop is to determine who will be the user groups of the SmartWorks Compass solution, their access level and which permissions will be assigned to each group.

9.6.3.8 Processes and System review Session

The purpose of the Process and System review Session is to demonstrate existing functionality of the SmartWorks Software using Customer data and elicit feedback for updates to that functionality. Emphasis is placed on understanding Customer's existing business process. The impact to the process due to SmartWorks Software is documented in the Functional and Integration Requirement Document.

Customization (custom reports) as well as purchased Modules (see section 2.5) are discussed during this session.

9.6.3.9 Workshop 4: Addressing VEE Exceptions and fine-tuning

The purpose of this workshop is to provide users with the steps required to review validation reports and assist them in the investigation of VEE Exception reports. A fine-tuning of the VEE Parameter configuration may also be required during this session.

9.6.3.10 Functional and Process Training

During the Functional and Process Training, up to 12 users will be provided training on the SmartWorks Software. This training includes a refresher of System Navigation as well as a review of the main business functions and use cases applicable to Customer. This training will also cover customization and features related to Modules purchased by the customer.

Topics typically covered in this training include:

- SmartWorks Compass Refresher training
- Billing & Customer Service Functions
- Sessions specific to each SmartWorks Compass module defined in section 2.5
- Process Automation Overview

9.6.3.11 Test scripts review

This session will be used to review SmartWorks test scripts with Customer and how to monitor testing progress using test scripts dashboard. It is Customer responsibility to create, update and adapt the test scripts for the purpose of their User Acceptance Testing phase.

9.6.3.12 UAT Acceptance Testing support

Customer is expected to focus and engage in User Acceptance Testing for a period of 2 weeks, with the remote support from the SmartWorks project team. The Validation/Testing Approach is described in section 5.4 of this SOW.

9.7. Software Integrations

During software integration:

- Customer will act as or provide an integration coordinator who will be responsible for overseeing integration communications for this project.

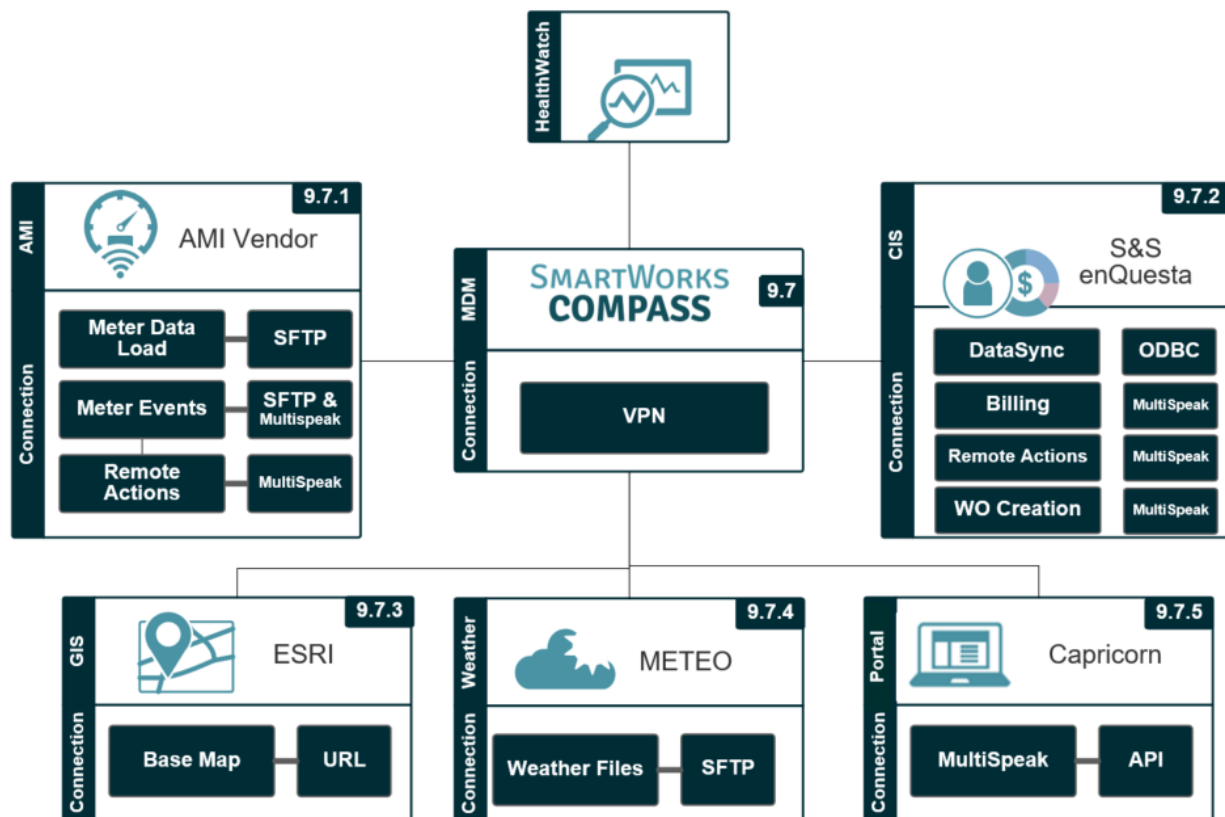
The integration coordinator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third-party vendors. A change order will be required if a third-party vendor is unavailable or non-cooperative and causes an impact to the project schedule or effort.

- SmartWorks will provide advice and recommendations regarding its experience and leading practice.

SmartWorks will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third-party vendors. When deemed appropriate by Customer, SmartWorks will also work directly with third-party vendors if direct communication will result in efficient execution of the project.

Any version changes to integrating systems that occur during the project will be reviewed by SmartWorks and will require a change order if integration updates or re-testing activities are required.

The following diagram illustrate the Interconnectivity model between SmartWorks Compass and each integration point. The final integration diagram is subject to the final discovery session that will be held between the technical teams implementing the solution.



The following Integrations are included in the project scope for the project:

9.7.1 AMI Head End System (AMI Vendor), version X.X

SmartWorks Software will integrate with the AMI Head End System to:

- **Meter reads:** Import the current day's readings as well as older reads that were previously missed. Interval and register read data will be received from AMI Head End system.
- **Meter events:** Import meter event data from AMI Head End. Examples include alerts such as tamper, leak, etc. Specific alarms will be defined between Sensus and Customer.
- **Remote action:** Where the functionality is supported by the meters or compatible others, SmartWorks Software will integrate with the AMI Head End to perform On Demand reads and Remote Connects & Disconnects.
- **Other Meter Data:** Other meter data can include any interval data that is not consumption data.
 - It is assumed that Other Meter Data types be kept to a minimum as to not cause performance concerns for the Compass system. Core Reports in Compass do not look at the data in the OMD table. Custom reports would need to be created using specific data in the

OMD table. These custom reports are not in scope but can be brought into scope using the Change Management Process.

Integration	Initiator	Type(s)	Protocol	Frequency
Meter Reads	AMI	CMEP Read File	sFTP	1-3 times/day
Meter Events	AMI	CMEP Event File	sFTP	1-3 times/day
Meter Events	AMI	Real Time events (to be defined)	MultiSpeak® methods	Real Time
Remote Actions	AMI	OnDemand read	MultiSpeak® methods	Near Real Time
Remote Actions	AMI	Remote Connect (TBC)	MultiSpeak® methods	Near Real Time
Remote Actions	AMI	Remote Disconnect (TBC)	MultiSpeak® methods	Near Real Time

Assumptions:

- If flat files are used for providing meter data, the files are expected to be delivered by 5:00am (local time) or an agreed upon time suitable to Consultant and Customer in order for the SmartWorks Software to perform the VEE process. The AMI Head End may deliver files at multiple times during the day in order to collect the maximum amount of meter data.
- It is assumed that the applicable AMI Head End version will be installed on the Customer system in time for Consultant to perform its development and testing activities.
- It is assumed that interval reads provided by the AMI will scale to the register reads provided by the AMI (i.e. sum of interval reads will add up with the difference between register reads, after multiplier will pass at 95%). Failing to meet these may result in poor data quality in the MDM.
- It is assumed that there will not be more than 5% missing intervals reads per day. Failing to meet these will result in performance issues when MDM tries to fill in gaps
- It is assumed that compound meters are two separate encoder heads and AMI Modules on one physical meter. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the datasync.

9.7.2 Customer Information System (CIS) (S&S)

In collaboration with Customer or Customer's agent(s), Consultant will provide the following integrations with Customer's CIS. The integrations will require ongoing support from the CIS vendor through the SmartWorks integration project.

9.7.2.1 Summary of integrations

Integration	Initiator	Type	Protocol	Frequency
DataSync	CIS	Creates DB views		
DataSync	MDM	Queries DB views	ODBC	1-3 times/day
Billing (AMI & AMR)	CIS	Billing Request	MultiSpeak® 4.1	TBD during discovery
Billing (AMI & AMR)	MDM	Billing Response	MultiSpeak® 4.1	TBD during discovery
Remote Action	CIS	OnDemand read request	MultiSpeak® 4.1	Near Real Time
Remote Action	MDM	OnDemand read response	MultiSpeak® 4.1	Near Real Time
Work Order Creation	MDM	3 rules to be defined	MultiSpeak® 4.1	TBD during discovery

9.7.2.2 CIS Synchronization Integration

Import of customer and meter data into the SmartWorks Software for validation of AMI data. A daily full periodic synchronization activity will occur.

The minimum information to be provided from the CIS will include the following:

	SmartWorks Compass
METERS: List of meters with identifiers, meter types, etc.	X
METER COORDINATES: Meter latitude and longitude information	X
LOCATION: List of location(account) numbers, service addresses	X
METER LOCATION: A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X
METER CONNECTION STATUS: State of the meter (ON/OFF)	X
METER ALIAS: Descriptive information related to the meter, combining meter/location attributes	X
BILLING SCHEDULE: Cycle/Route schedule indicating billing period and reading period	X

Assumptions:

- It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.
- This integration will be established using a database view that will be queried by SmartWorks Software. The database view will be developed by the CIS vendor or another agent of Customer. The DB Views must be available prior to

commencement of integration work. Any delays with the availability of the views will impact the project timeline. In the case of significant delays, Customer has the option to pause the project until the views are available or follow Change Management process to keep the SmartWorks Project team engaged until the files are available.

- It is assumed there will be multiple iterations of the DataSync (typically 3-4) where the list of fields to be provided by the CIS in the views will be finalized after discovery and prior to UAT. Customer is responsible for validating the data as a result of each DataSync iteration.
- Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.
- Customer will be responsible for assisting in identifying and validating the data required for data synchronization
- It is assumed that a direct integration will be made between the AMI head end system and the CIS for the purpose of meter provisioning (see section 5.3). It is expected that Customer and AMI provider will work collaboratively to develop this integration.

9.7.2.3 Billing Interface (MultiSpeak®)

Customer will initially bill using register reads, not time-based determinants for most meters.

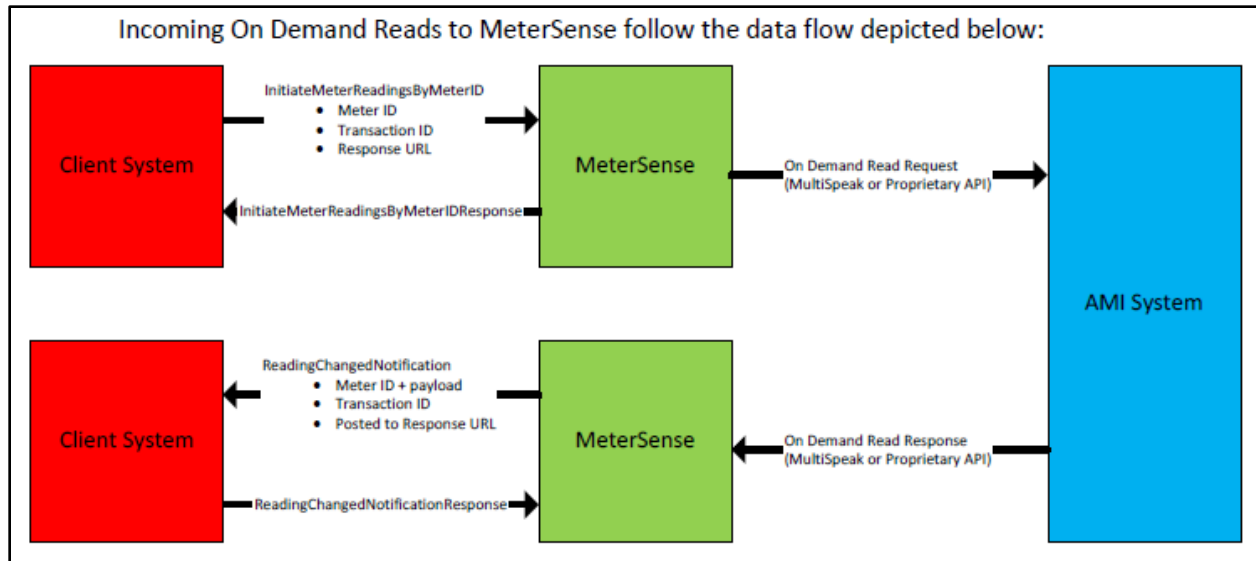
S&S enQuesta and SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read. S&S enQuesta v.6.0 will apply the correct rate to each register.

It is assumed that all reads required for the purpose of billing will be provided by the AMI system. Should **SmartWorks Compass** be required to perform calculation (e.g. TOU, Compound billing), the services can be brought into scope using the Change Management process.

9.7.2.4 Meter Action Initiation from CIS

The SmartWorks Software will provide the ability for a user to use the CIS to initiate a remote meter action (On Demand read).

MultiSpeak® methods will be used to accomplish this integration. The SmartWorks Software will act as the server end of MultiSpeak® an asynchronous command for a remote meter action from the CIS. The SmartWorks Software will broker the transaction by integrating with the AMI head end system.



9.7.2.5 Work Order Creation from MDM

The SmartWorks Software will have a MultiSpeak® interface with the CIS that allows the Process Automation rules to create service orders.

As part of the scope of this integration, SmartWorks will deliver up to three (3) business rules that will each enable the automation of one (1) Work order type and one (1) resulting action.

- For each account identified in existing Compass report, query CIS to determine if a corresponding Work order already exists for the Work order type provided by Customer.
- If the expected Work order does not already exist, create a new Work order in enQuesta CIS

Example of Use Cases:

- Non-Communicating meter
- Leak Detected
- Meter tamper

9.7.3 Geographic Information System (GIS) Integration - ESRI Base Map

The SmartWorks Software will be configured so that meter data will be overlaid on top of one or more ESRI “Base Maps” via URL live link. With this capability, the Customer will be able to view meter data together with their other data layers within SmartWorks Software.

Customer will create URL and provide a custom base map to SmartWorks for configuration of **MeterSense**. This scope of integration assumes Customer is hosting ESRI on a web server and can provide a URL.

9.7.4 The Weather Network

The SmartWorks Software will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Customer's location.

The following weather data, if provided by the weather station, will be imported into SmartWorks Software:

- Temperature (Hourly)
- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)
- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from SmartWorks' data provider for a weather station or stations in the Customer's service area and is automatically inserted into the SmartWorks Software database.

9.7.5 Customer Portal –(Capricorn)

The SmartWorks Software will implement an interface between SmartWorks Compass and SilverBlaze. SmartWorks will facilitate the integration of the MeterSense MDMS with SilverBlaze to provide usage data for residential meters and support the implementation of the portal.

SilverBlaze will build integration points for Customer smart meter usage details using SmartWorks MDMS MultiSpeak web services or SmartWorks MDMS SOAP API.

9.8. Project Management Approach

9.8.1 Communication/Relationship Management Approach

Communication Management is the cornerstone of any project and a well-structured communication plan is a must from the beginning. Regular, or ongoing, communications include those opportunities to communicate with project team members, sponsors, steering committee members, and other key stakeholders on a regular basis. These types of communication include regular status reports, scheduled project team meetings, and monthly updates with the steering committee or with executive project sponsors on a project.

9.8.2 Guiding Principles

Our intent is to work together to establish a long-term partnership between our companies. The project will last months, but the business relationship will last for years.

The following guiding principles will assist in meeting this goal:

- Openness, honesty, credibility, and trust in all communications.
- All parties will conduct themselves with respect in all situations.
- Two-way communication, with feedback valued and requested.
- Understanding that different team members may have different objectives for the solution. We will seek to understand each other's point of view and work collaboratively to find solutions to problems.
- Recognition that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
- Project Team and Management ownership of the communication program with ongoing commitment to the communications process.
- Recognition that the project schedule is our agreed to timeframe for the completion of the work and that we will work together to ensure that the schedule remains viable by collaborative coordination of our teams' efforts and transparent communications.
- Adhering to decisions made. This is vital to minimize impact on the Project Schedule. If later, adjustments are absolutely required, they can be made following the Change Management process.
- Incorporate SmartWorks best practices when possible, to maximize the capability of the Solution.
- Focus on our project goals and on activities that will continue to move the project forward to a successful outcome.

These principles define how we wish to work together during the implementation of the Solution. Due to the pressures of a project such as this and the inevitable risks (unknowns) that will be introduced over the life of the project, there may be times when both parties may not feel we are working well together or towards the same objectives. At those times both parties will refocus on the critical importance of the project, review the guiding principles, and find a mutually agreeable path through the difficulties.

9.8.3 Goals of Communication Strategy

During the Project Kick Off meeting, a Communication Plan will be presented and reviewed with Customer staff based on the following Communication Strategy:

- Keep people informed on project status
- Focus on communication to effectively prepare Customer for their software rollout
- Focus on communication to build support for project
- Monitor effectiveness of communication

9.8.4 Effective Communication Guidelines

- There are multiple audiences for project communications

- Communication needs to be:
- Tailored to specific groups
- Regular and informative
- Real-time and relevant
- Communication content needs to be of interest to the target audience

Following is the proposed communication plan for the project:

What	Who / Target	Purpose	When / Frequency	Type/Method(s)
Project Kick Off	All stakeholders	Communicate plans and stakeholder roles/responsibilities.	At or near Project Start Date	Remote Meeting
Status Reports	All stakeholders and Project Office	Update stakeholders on progress of the project.	Weekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly	Meeting Review Project Plan, Status Reports, and Risk Log
Project Management Status Meetings	Sponsor(s) and Project Manager (SmartWorks, Customer, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Weekly	Meeting
Executive Sponsor Meetings	Executive Sponsor(s) and Project Manager(s)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Monthly	Meeting

9.8.5 Work Management Approach

Work will be managed through the use of the Project Schedule. The SmartWorks Project Manager will have the responsibility to create and maintain the Project Schedule for the modules and integrations listed in this Statement of Work. It is expected that Customer Project Manager will work in conjunction with the SmartWorks Project Manager to ensure that key Customer activities that impact the project are also contained in the Project Plan.

During and after the User Acceptance Testing phase, the SmartWorks TeamSupport solution will be used to track project issues such as bugs or other lower level action items. The entire project team (SmartWorks / Customer) will have access to TeamSupport.

9.8.6 Change Management Approach

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. Customer and/or SmartWorks may propose changes to the scope of work defined in this document ("Change"). The Change Order Form (Appendix A) must be used for all change requests. SmartWorks shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order Form signed by the designated representatives from both parties.

Upon a request for a change, SmartWorks shall submit the standard Change Order Form describing the change, including the impact on the schedule, budget, scope and expenses. The Change Management Process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit Change Order for Approval / Disapproval
- Communicate Change Order Decision
- If Change Order is Approved:
 - Assign responsibility
 - SmartWorks to update Project Plan as needed
 - If there are project delays due to Change Request, SmartWorks may create subsequent Change Requests to address those delays
 - Monitor and report progress

Within ten (10) consecutive business days of receipt of the Change Order Form, Customer shall either:

- Accept the proposed change by signing the Change Order Form, or
- Reject the proposed change and inform SmartWorks Project Manager via email.

If SmartWorks is advised not to perform the change, or in the absence of Customer acceptance or rejection within ten (10) days, then SmartWorks:

- Will not perform the proposed change and will proceed only with the original services
- May create a new Change Request to accommodate the expenses incurred during the discussion of the proposed change. This may happen only in cases where:
 - Customer takes longer than ten (10) days to reach the decision, or does

- not reach a decision, and/or
- Overall project timeline, budget or scope are affected.

9.8.7 Risk Management Approach

Risk Management planning is an important part of project management and a core component of the SmartWorks Project Implementation Methodology. Risk Management planning is about defining the process of how to engage and oversee risk management activities for a project. Having a viable plan on how to manage risk allows one to mitigate risk versus attempting to decide in the midst how to handle a risk. The earlier Risk Management planning is engaged within the project increases the probability of success of risk mitigation activities. Risk Management planning will be initiated at the start of the project by having the initial discussion with Customer prior to, or during the Project Kick Off Meeting.

Risks can be raised by any project stakeholder, including project team members, Customer, third-party integrators, or vendors during the project.

Risks will be entered on the Risk Log and categorized by type and priority. The Project Manager will investigate the risk and, if necessary, will update the Risk Log with background information to place the risk in perspective.

At a minimum, the following information will be captured and tracked for all risks:

- RISK ID – each risk should have a unique ID
- TITLE – short description of the risk (usually a few words or a sentence, helpful when reporting risks)
- DESCRIPTION – complete description of the risk, the more details the better
- IMPACT – impact to the project and/or business in terms of money, time, and/or quality
- PROBABILITY – indicate the probability of the risk
- SEVERITY – risk severity (typically values could be “critical”, “high”, “medium”, “low”)
- TYPE – type of risk (e.g. technical, process, organizational, etc.)
- RISK MITIGATION PLAN – detailed description of actions (including dates and owners) required mitigating the risk
- STATUS – current status of the risk (typical values are “open” or “closed”)

The following Risk Matrix will be used to establish the severity of risk:

PROBABILITY	High (3)	3	6	9
	Medium (2)	2	4	6
	Low (1)	1	2	3

	Low (1)	Medium (2)	High (3)
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IMPACT

Throughout the duration of the project, as risks are identified they will be added to the Risk Log and will be reviewed at weekly Status Meetings with the team to determine the possibility of occurrence and the best plan for mitigation.

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, a Change Request may be created, as per section 0, to address those concerns.

Based on SmartWorks' experience, the following have been identified as dependencies that could have negative effect on project timeline, cost and/or scope and could become potential risks:

- VPN ports not opened for SmartWorks personnel and for communication between integration points
- AMI not ready on time, or not sending the data
- Data source not ready for DataSync
- Resources not available to provide required information

Early engagement and commitments on timelines by all parties can significantly reduce risks linked to the above dependencies. SmartWorks will do its best to not change assigned personnel during the course of this project. Should any change be considered, SmartWorks will communicate such consideration to Customer.

9.8.8 Acceptance Management Approach

In collaboration with Customer, SmartWorks will develop and maintain a central listing of all Deliverables and Work Products to be completed throughout the project **“Deliverable Acceptance Criteria Document”**. The Deliverable Acceptance Criteria Document will also set forth the acceptance criteria for each deliverable (**“Deliverable Acceptance Criteria”**).

A baseline version of the Deliverable Acceptance Criteria document will be created through a combined effort between SmartWorks and Customer during the Initiation and Build phase. The Deliverable Acceptance Criteria Document will be reviewed with Customer regularly and updated to record the approval of the Deliverables as they are accepted. The approvals of the Deliverables in the Acceptance Criteria document will

constitute final system acceptance.

A core component of the Deliverable Acceptance Criteria Document will be the execution of the test plan and test cases. The Testing Plan, also created in the Initiation and Build phase, and the Test Case Scenarios, created during the Initiation and Build phase, are customized specific to the implementation for Customer. The Test Plan and Test Case Scenarios are used for testing and will be provided to Customer for their own review and testing of the system. SmartWorks Implementation Team and Customer staff will work as a team to ensure that exhaustive testing is carried out. During the Testing phase, when the system testing is being executed, the Project Team will be meeting to review the testing status and ensure that scheduled testing is being carried out.

Once system testing has been completed, and Customer staff has been trained on the system, Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to its own instance of the SmartWorks Software, loaded with their data, to train and test on. SmartWorks Consultants assigned to Customer will provide training of the system to the staff, along with training documents, consisting of User Guides and PowerPoint. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.

9.8.9 Implementation Approach – Phases, Deliverables, Key Milestones

Successful implementation is based on SmartWorks' understanding of Customer requirements and experience gained through the implementations of SmartWorks Software at various Customers across North America. 's project will leverage SmartWorks' Implementation Methodology which has been honed and perfected over the company's long history to successfully guide project implementation from Initiation to Deployment.

9.8.10 Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

- *Promote and foster customer ownership of solution;*
- *Establish and maintain consistent and regular touchpoints with Customer;*
- *Ensure that project performance is visible, measurable, tracked and risks identified and mitigated – No Surprises!; and*
- *Seek to minimize customer cost and time while still achieving project objectives.*

The Implementation Methodology consists of two main areas: **Project Management** and **SmartWorks Software Implementation Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Customer sign-off;

- Work Products that are outputs produced as part of the work required to achieve the desired project goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how projects are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating project status and effort spent;
- **Relationship Management** aimed at measuring the pulse of Customers and partners;
- **Work Management** aimed at capturing and monitoring effort, cost and work to be performed;
- **Change Management** aimed at defining and controlling project scope;
- **Risk Management** aimed at planning, mitigating, tracking and monitoring risks;
- **Acceptance Management** aimed at ensuring that expected deliverables are delivered and accepted; and
- **Financial/Contract Management** aimed at monitoring project financial health.

The **Implementation Management** area defines the Implementation Phases and associated Work Products and Deliverables that are part of this project. The Implementation Phases are defined in the following table:

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase I Initiation and Build <i>Key Milestones</i> <ul style="list-style-type: none"> • <i>Kick Off Meeting Held</i> • <i>Project Plan Reviewed/Updated</i> 	<ul style="list-style-type: none"> • <i>To Kick Off project and establish successful working relationship</i> • <i>To obtain detailed agreement on Project Plan</i> • <i>To install and perform base configuration work</i> 	<ul style="list-style-type: none"> • <i>Kick Off Meeting</i> • <i>Implementation Questionnaire</i> • <i>Acceptance Criteria Document</i> • <i>Initial Configuration complete</i> • <i>Physical Architecture Recommendation</i> 	<ul style="list-style-type: none"> • <i>SmartWorks Software installation</i> • <i>Software Overview Training Session</i>

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase II Analysis <i>Key Milestones</i> <ul style="list-style-type: none"> Integration Documents signed Functional and Integration Requirement Document signed 	<ul style="list-style-type: none"> To demonstrate base configuration functionality Conduct Discovery Sessions To obtain an agreement on what is remaining to be delivered 	<ul style="list-style-type: none"> Discovery Session(s) Summary 	<ul style="list-style-type: none"> Functional and Integration Requirements Document
Phase III Development <i>Key Milestones</i> <ul style="list-style-type: none"> Solution Feature / Code / Configuration Complete 	<ul style="list-style-type: none"> To configure according to requirements and build the Solution components To write associated test cases that Customer would execute for acceptance of the Solution 	<ul style="list-style-type: none"> Test Scenarios / Cases User Acceptance Test Scripts Base Solution Installed and Configured 	<ul style="list-style-type: none"> SmartWorks Software configuration SmartWorks Software integration
Phase IV Testing <i>Key Milestones</i> <ul style="list-style-type: none"> User Acceptance Testing Complete 	<ul style="list-style-type: none"> To move the Solution to a known state of quality and ready for deployment To train customer on their Solution 	<ul style="list-style-type: none"> Functional Testing Results Integration Testing Results User Acceptance Test (UAT) Results Accepted Solution per UAT 	<ul style="list-style-type: none"> Functional and Process Training User Acceptance Testing Support Go-Live Plan Document

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase V Deployment <i>Key Milestones</i> <ul style="list-style-type: none"> <i>Solution Live</i> 	<ul style="list-style-type: none"> <i>To move the Solution into a production environment state and transition support to the operations team</i> 	<ul style="list-style-type: none"> <i>Solution Live</i> 	<ul style="list-style-type: none"> <i>Installation Acceptance</i>

To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for key project activities such as Discovery Sessions where face-to-face is deemed more effective for a successful project. Throughout the project, SmartWorks' Project Team will be engaged with Customer using WebEx sessions to review configuration work and provide remote support.

9.8.11 Implementation Timeline

The estimated duration to implement the SmartWorks Software within scope is approximately 8-10 months.

The actual duration and scheduling of project activities will be evaluated during the Initiation and Build phase and a detailed baseline Project Plan will be jointly created at that time.

A baseline plan will be delivered within fourteen (14) calendar days of the project Kick Off Meeting allowing Customer an opportunity to review the Project Plan over the next ten (10) business days. If Customer does not agree to the proposed Project Plan, Customer and SmartWorks will work collaboratively to develop a mutually agreeable plan within a reasonable timeline.

The Project Plan will include a project completion date (the date where project is completed based on the criteria in section 9.12 Project Completion Criteria). The Project Plan will be reviewed periodically during the project and may be revised. Changes to the project completion date will require a Change Order if it is mutually determined that the delay in completion is the fault of the Customer or Customer's third-party vendors.

9.9. Validation/Testing Approach

Systems Testing is an activity that is addressed through all Phases of the SmartWorks Software Implementation Methodology but is the focus of the Testing Phase.

To ensure that a quality Solution is delivered to Customer, the Testing Phase focuses on validating that the configured and developed Customer Solution performs per agreed upon requirements for each module. This includes three (3) main testing activities:

- **Unit Testing to test** *individual Solution components to validate that each component meets the specifications set forth during the project.*
- **Functional Testing** *to test the core Solution components (Configuration, Interfaces, Reports, and Modifications) against agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and scenarios developed during the Development phase.*
- **Integration Testing** *to test the end-to-end process based on business processes and scenarios developed during the Development phase.*
- **User Acceptance Testing** *to provide Customer the opportunity to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios collaboratively developed with Customer during the Development phase. User Acceptance Testing sign-off per agreed upon criteria is necessary to move to Deployment phase.*

The progress for performing the three (3) testing activities will be logged into TeamSupport. At a minimum, the TeamSupport will include the following information:

- The test name
- The objective for performing the test
- A Description of the steps required to perform the test **“Test Script”**
- The expected result that will demonstrate the test is successful **“Test Acceptance Criteria”**
- The actual result observed after performing the test **“Test Result”**

Prior to commencing Functional Testing and Integration Testing activities, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks using Test Scripts that have been defined by SmartWorks.

While performing testing activities, the tester will update the TeamSupport with the Test Result and will make a determination as to whether the result meets the Test Acceptance Criteria.

Functional Testing and Integration Testing will be performed by SmartWorks. User Acceptance Testing will be performed by Customer with support from SmartWorks.

9.9.1 User Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and Customer staff has received Functional Process Training, Customer staff will have the necessary tools to perform User Acceptance Testing.

Prior to commencing User Acceptance Testing activity, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks collaboratively with Customer.

Customer will have its own instance of The SmartWorks Software, loaded with its data, to train and test on. The Application SmartWorks assigned to Customer will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation as needed.

Customer will have a defined period of time to perform User Acceptance Testing on the Solution (including testing in a live production environment) (the “**Acceptance Testing Period**”). The length of the Acceptance Testing Period will be defined in the Detailed Project Plan. This User Acceptance Testing Period will begin upon formal written notification from SmartWorks to Customer that the SmartWorks Software has been configured and is ready for testing. During such Acceptance Testing Period, both Parties shall work diligently and dedicate the appropriate resources to conclude the evaluation in a timely and efficient fashion.

If the Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in TeamSupport (together the “**Solution Acceptance Criteria**”), Customer will provide SmartWorks with written acceptance notice thereof, and the date of such notice to be the “**Actual Solution Acceptance Date**”.

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial User Acceptance Testing cycle, Customer will provide SmartWorks with written notice thereof, specifying in reasonable detail how the Solution failed to meet the Solution Acceptance Criteria. If Customer delivers to SmartWorks such notice of retesting, SmartWorks shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected SmartWorks Software as well as integrations for which SmartWorks is responsible so that it conforms to and performs in accordance with the Solution Acceptance Criteria. SmartWorks will have a defined period of time “**Correction Period**” to correct any deficiency, after which the User Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan. Should the Customer require additional testing outside of SmartWorks’ standard testing routines, such as for Disaster Recovery, these can be brought into scope via Change Order.

In the event retesting is required by Customer, the User Acceptance Testing process will then be repeated.

Customer shall not unreasonably reject or fail to accept the Solution based on any Severity 3 issues, as defined in the table below.

Severity Level	Description
1	<ul style="list-style-type: none"> • <i>System Down (Software Application, Hardware, Operating System, Database)</i> • <i>Program errors without workarounds</i> • <i>Incorrect calculation errors impacting one-third of records</i> • <i>Error messages preventing data integration and update</i> • <i>Performance issues of severe nature impacting critical processes</i> • <i>Security Issues</i>
2	<ul style="list-style-type: none"> • <i>System errors that have workarounds</i> • <i>Calculation errors impacting less than one-third of records</i> • <i>Reports calculation issues</i> • <i>Performance issues not impacting critical processes</i> • <i>Usability issues</i> • <i>Workstation connectivity issues (Workstation specific)</i>
3	<ul style="list-style-type: none"> • <i>Training questions, how to, or implementation of new processes</i> • <i>Aesthetic issues</i> • <i>Issues where a workaround is available for a large majority of cases</i> • <i>Recommendations for enhancements on system changes</i> • <i>Questions on documentation</i> • <i>Test environment issues or questions</i>

During the Acceptance Testing Period, Customer may in collaboration with SmartWorks, acting reasonably, extend the Acceptance Testing Period, the Correction Period, and the Expected Solution Acceptance Date (such that the extended Acceptance Testing Period shall expire on the revised Expected Solution Acceptance Date). During the Acceptance Testing Period, Customer should provide written notification to SmartWorks of any deficiency of a test result. Any issues identified after the end of the Testing Period will be address by SmartWorks according to the Support and Maintenance agreement.

9.10. Software Progression and Configuration Management

During the course of the project, updates are performed as described in the table below.

Phase(s)	Environme nt	Updates	Details
Initiation and Build Analysis Development	Pre- production	Configuration	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software updates	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval

Phase(s)	Environment	Updates	Details
			required.
		Software upgrades	<i>Not performed without prior agreement between SmartWorks and Customer.</i>
Testing	Pre-production	Configuration	Performed to address issues raised as a result of UAT.
		Software updates	Performed to address issues raised as a result of UAT. Release notes will be available upon request.
		Software upgrades	Not performed.
Deployment	Pre-production	Configuration	Performed for items related to Go-Live deployment activities.
		Software updates	Not performed, unless issues found during Go-Live deployment activities. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Deployment	Test*	Configuration	Can be performed by Customer to test additional configurations for Post Go-Live.
		Software updates	Not performed, unless exception scenario is encountered. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Post Go-Live	Pre-production & Test	Configuration	See Software Support Agreement
		Software updates	See Software Support Agreement
		Software upgrades	See Software Support Agreement

*Once the Test instance is setup during the Deployment phase, the migration of items (configuration, updates or upgrades) from Test to Production will be evaluated for each scenario and a plan will be agreed upon between Customer and SmartWorks.

9.11. Customer Resource Involvement

SmartWorks strongly believes that a successful implementation project requires that both Customer and SmartWorks resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases

of the implementation project. SmartWorks also believes that the involvement of key Customer resources will help with the organizational change management activities that are essential to obtain acceptance of the new solution.

The factors that will determine the size of Customer's team includes the following:

- The level and expertise of each of the Customer Project Core Team members;
- The ability of Customer Project Manager to make decisions regarding the project;
- Whether current job responsibilities will interfere with Core Team responsibilities;
- The amount of business reengineering that Customer determines is necessary; and
- The number of personnel that Customer will use to run their Solution, which in turn affects the amount of training needed.

Based on SmartWorks' experience with other clients, the following list outlines the anticipated involvement of Customer throughout the implementation project, by phase.

9.11.1 Phase I: Initiation and Build

1. Work with the SmartWorks to develop the Project Schedule.
2. Identify users of the Solution.
3. Complete the Implementation Questionnaire provided by SmartWorks. This questionnaire provides SmartWorks with the technical and environmental details required to configure the SmartWorks Software.
4. Ensure that any third-parties required for the success of this project such as the AMI and CIS vendors have been informed and that they are ready to participate and contribute on an as-required basis.
5. Install VPN connection(s).
6. Assist with ensuring that SmartWorks Software is accessible from within Customer environment.

9.11.2 Phase II: Analysis

1. Ensure the staff members that have been identified to participate in Discovery Session(s) are available on dates agreed to and scheduled.

9.11.3 Phase III: Development

1. Provide and ensure all required technical staff are available on dates agreed to and scheduled.
2. Create User Acceptance Testing Plan, including Test scenarios.

9.11.4 Phase IV: Testing

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conduct User Acceptance Testing.

5. Log issues in the SmartWorks TeamSupport system (a web-based issue tracking system). The issues logged in TeamSupport will be addressed by SmartWorks Consultants per triage and priority.
6. Assist SmartWorks in developing a Go-Live Plan Document.

9.11.5 Phase V: Deployment

1. Assist in activities as defined within the Go-Live Plan Document.

9.12. Project Completion Criteria

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Contract execution		<ul style="list-style-type: none"> • Agreements signed by all parties
Software installation	<ul style="list-style-type: none"> • Pre-production system provisioned 	<ul style="list-style-type: none"> • Introduction call between SmartWorks and Customer Project Managers held prior to installation
Discovery Session held	<ul style="list-style-type: none"> • Team Introduction • Confirm project planning and review of Statement of Work • Initial review of Data Mapping requirements and implementation Questionnaire 	<ul style="list-style-type: none"> • Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project
Initial DataSync integration completed	<ul style="list-style-type: none"> • Initial Data Mapping requirements completed • Initial Implementation Questionnaire completed • Initial DataSync completed for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial DataSync setup refers to the initial setup and may need further configuration before Completion of Integration Milestone.
Initial AMI integration completed	<ul style="list-style-type: none"> • Initial Implementation Questionnaire completed • AMI data populated in MDM for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial AMI integration refers to the initial file delivery and setup. Further configuration will be needed before Completion of Integration Milestone.

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Completion of Process and System Review	<ul style="list-style-type: none"> Initial integrations as defined in section 3 of the SOW have been delivered Process and System Review as defined in section 2.8 has been delivered 	
Delivery of requirements documents	<ul style="list-style-type: none"> Discovery Sessions have been held (as outlined in Section 2.8) Initial requirements documents have been delivered to Customer for review 	<ul style="list-style-type: none"> Acceptance linked to initial delivery of documents Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.
Completion of Functional and Process Training	<ul style="list-style-type: none"> Software modules as defined in section 2.5 available Training as defined in section 2.8 has been delivered 	<ul style="list-style-type: none"> SmartWorks provides agenda prior to training SmartWorks provides training plan prior to training Customer is engaged and completes training exercises Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs
Completion of UAT	<ul style="list-style-type: none"> Test results documented by Customer Severity level 1 tickets have been addressed 	<ul style="list-style-type: none"> Test scripts have been defined by Customer Customer resources are available to perform testing for a period of 10 business days Tickets logged after completion of UAT will not delay acceptance
Transition to Support	<ul style="list-style-type: none"> Transition to Support meeting has been held 	

The Implementation Project is deemed complete once the following criteria have been met:

- An agreed upon sample of AMI meters representing different meter types and location classes have been installed and tested during User Acceptance Testing, within the project timeline indicated in section 9.8.11.
- Solution Acceptance has been given by Customer.
- SmartWorks Software Functionality within scope of this SOW has been deployed for a minimum of thirty (30) calendar days "Post Implementation Grace Period".
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The Severity Matrix Table presented in section 9.8.7, defines the Severity Level 1 issues.

Customer will be transitioned to support upon completion of the project. Severity Level

2 and 3 issues logged in Team Support within the first three (3) weeks of the Post Implementation Grace Period will be reviewed by the Implementation Team prior to the transition to support and if possible, will be addressed prior to the end of the Grace Period. After the transition to support all outstanding Severity Level 2 and 3 issues will be addressed following the Master Support and Maintenance Agreement.

9.12.1 Completion Criteria Summary

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies
Contract execution		<ul style="list-style-type: none"> • Agreements signed by all parties
Software installation	<ul style="list-style-type: none"> • Pre-production system provisioned 	<ul style="list-style-type: none"> • Introduction call between SmartWorks and Customer Project Managers held prior to installation
Discovery Session held	<ul style="list-style-type: none"> • Team Introduction • Confirm project planning and review of Statement of Work • Initial review of Data Mapping requirements and implementation Questionnaire 	<ul style="list-style-type: none"> • Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project
Initial DataSync integration completed	<ul style="list-style-type: none"> • Initial Data Mapping requirements completed • Initial Implementation Questionnaire completed • Initial DataSync completed for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial DataSync setup refers to the initial setup and may need further configuration before Completion of Integration Milestone.
Initial AMI integration completed	<ul style="list-style-type: none"> • Initial Implementation Questionnaire completed • AMI data populated in MDM for pre-defined test meters • Compass Overview training session has been delivered 	<ul style="list-style-type: none"> • Customer provided timely input for the documentation presented during Kick Off • Acceptance only includes pre-defined test meters • 3rd parties provided requested data as per agreed upon schedule • Initial AMI integration refers to the initial file delivery and setup. Further configuration will be needed before Completion of Integration Milestone.
Completion of Process and System Review	<ul style="list-style-type: none"> • Initial integrations as defined in section 3 of the SOW have been delivered • Process and System Review as defined in section 2.8 has been delivered 	
Delivery of requirements documents	<ul style="list-style-type: none"> • Discovery Sessions have been held (as outlined in Section 2.8) 	<ul style="list-style-type: none"> • Acceptance linked to initial delivery of documents

	<ul style="list-style-type: none"> Initial requirements documents have been delivered to Customer for review 	Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.
Completion of Functional and Process Training	<ul style="list-style-type: none"> Software modules as defined in section 2.5 available Training as defined in section 2.8 has been delivered 	<ul style="list-style-type: none"> SmartWorks provides agenda prior to training SmartWorks provides training plan prior to training Customer is engaged and completes training exercises Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs
Completion of UAT	<ul style="list-style-type: none"> Test results documented by Customer Severity level 1 tickets have been addressed 	<ul style="list-style-type: none"> Test scripts have been defined by Customer Customer resources are available to perform testing for a period of 10 business days Tickets logged after completion of UAT will not delay acceptance
Transition to Support	<ul style="list-style-type: none"> Transition to Support meeting has been held 	

9.13. Assumptions

The Services, fees and delivery schedule for this project are based upon the following assumptions:

- This SOW defines the scope of work for SmartWorks and does not include any work or expenses required from other vendors including GIS, AMI, etc.**
- This project currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other projects to ensure its success.
- Customer will assign a Project Manager to act as an internal resource and guide throughout this project.
- Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided SmartWorks gives reasonable notice of such request.
- SmartWorks will provide a written agenda and notice of any prerequisites to prior to any onsite or remote sessions.
- SmartWorks will provide adequate resources to support the efforts to complete the project as schedules and within the constraints of the project budget.
- SmartWorks will provide the resumes for resources assigned to the project upon 's

request.

8. The SmartWorks Solution implementation is dependent upon accurate and timely information cooperation and delivery of third-party vendors solutions in order to achieve functional integration. SmartWorks will identify those dependencies to Customer and create a mutually agreed schedule to provide the assistance and information. Customer will ensure the cooperation and involvement of third-party vendors on or before the agreed schedule date. Failure to achieve delivery of the identified dependency on the agreed schedule will result in a change order being issued.
9. Customer will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors (e.g. AMI, AMR,) to ensure a successful implementation. A Change Order will be created if the third-party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
10. Third-Party vendor solutions are able to provide data required by the SmartWorks Software as well as accept information provided by the SmartWorks Software.
11. All third-party software and hardware products are assumed to perform correctly in Customer environment, in accordance with the appropriate third-party vendor's specifications.
12. Any upgrade to third-party software resulting in changes to the initial integrations requirements, will be subject to a Change Order during implementation. A separate quote will be issued after transition to Support has occurred.
13. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise SmartWorks as such.
14. All network components supplied by Customer are working properly and are free of defects and will meet minimum industry standards provided during the project.
15. To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for project activities where onsite is deemed more effective.
16. Customer will provide the appropriate monitored remote access to its network, facilities, and systems as may be required to perform activities from one of SmartWorks' locations. SmartWorks shall abide by all rules and directions of Customer when accessing Customer's network, facilities or. A Change Order will be created if appropriate remote access to its network is not available during agreed upon business hours, resulting in project delay or additional fees.
17. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the project. Any proposed change to the project scope must be put into written format and be submitted to SmartWorks during this project for review and consideration.

10. Document Acceptance and Sign off

Accepted on this day by:

AUGUSTA UTILITIES DEPARTMENT

City of Augusta

By: _____
Name: _____
Title: _____
Date: _____

Systems & Software

By: _____
Name: _____
Title: _____
Date: _____

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

TOWNHOMES AT WINDSOR, PHASE 2

Private Streets

(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between WINDSOR TOWNHOMES OF AUGUSTA, LLC, a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Townhomes at Windsor, Phase 2, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER

shall be responsible for adequate maintenance and repair.

- (4) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.
- (5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (6) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- (7) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.
- (8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (9) In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.
- (10) This agreement shall be controlled by and construed in accordance with the laws of the State of

Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

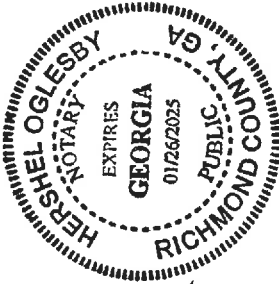
Sydney M Chapman
Witness

[Signature]
Notary Public
State of GEORGIA

County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)

As Its: Member



By: [Signature]
Mark A. Green

WINDSOR TOWNHOMES OF AUGUSTA, LLC

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____
(SEAL)

(Notary Seal)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
TOWNHOMES AT WINDSOR, PHASE 2**

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS WINDSOR TOWNHOMES OF AUGUSTA, LLC, a corporation established under the laws of the State of Georgia, hereinafter known as “DEVELOPER”, owns a tract of land in Richmond County, Georgia, presently known as 2169 Julius Drive (PIN 131-0-026-02-0), on which DEVELOPER has constructed a townhome subdivision known as Townhomes at Windsor, Phase 2, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS it is the desire of DEVELOPER, to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as “AUGUSTA”, for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by James G. Swift & Associates and is dated March 3, 2024 and revised July 31, 2024. Said plat was approved by the Augusta-Richmond County Planning Commission on November 19, 2024, approved by the Augusta Commission on November 26, 2024, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 65-67. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS DEVELOPER further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up; and

WHEREAS the road rights-of-way (ingress/egress) and storm drainage system are private and the maintenance, repair, replacement, or any other issues arising from the rights-of-way and storm drainage system, will be strictly the responsibility of DEVELOPER; and

NOW THEREFORE, this indenture made this ____ day of _____, 202____, between DEVELOPER as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H:

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Easements in perpetuity shown as 50' *Ingress/Egress Drainage & Utility Easement "A"* and *Utility Easement "B"*. These easements are accepted only for the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat, and any future utilities that Augusta may construct within said

easements. Augusta does not accept the ingress/egress, road(s) or the drainage system into its systems.

DEVELOPER agrees that all easements will run with the land and are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part.

DEVELOPER further agrees that DEVELOPER shall maintain the roads, streets and ingress/egress as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road, street, ingress/egress, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the right of free ingress and egress to and from said permanent easements for this purpose and any other purpose granted within this document.

DEVELOPER agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

WINDSOR TOWNHOMES OF AUGUSTA, LLC

Sydney M Chapman By: [Signature]
Witness Mark A. Green

[Signature] As Its: Member
Notary Public

State of GEORGIA

County of RICHMOND

My Commission Expires: 1/26/2025
(SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness By: Garnett L. Johnson
As Its Mayor

Attest: Lena Bonner
Notary Public As Its Clerk of Commission
State of Georgia, County of _____

My Commission Expires: _____
(SEAL)

(Notary Seal)

D: PLAT B: 20 P: 65
Recorded: 12/10/2024 12:40 PM
Doc # 2024030612 Pages: 3 Fees: \$30.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant ID: 4158728943

NOTES:

1. A 5' EASEMENT IS RESERVED ON ALL FRONT & SIDE LOT LINES AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
2. THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRaversing LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE SWALES & EASEMENTS THERE TO & MAINTENANCE THERE OF SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES. RICHMOND COUNTY WILL NOT MAINTAIN ANY SWALES OR DITCHES LOCATED ON LOTS.
3. NO. 4 REBAR IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
4. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 8/2/23.
5. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 18,721.
6. PLAT CLOSURE: 1 PART IN 148,117
7. MINIMUM LENGTH OF #5RBBS AT PROPERTY CORNERS WILL BE 18".
8. THIS PROPERTY IS NOT WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP PANEL 13245C 0120G
9. A 20' EASEMENT CENTERED OVER ALL SANITARY AND WATER LINES ARE TO BE RESERVED IN FAVOR OF RICHMOND COUNTY.
10. ALL ROAD RIGHT OF WAYS AND STORM WATER MANAGEMENT AREA ARE TO BE DEEDED AND MAINTAINED BY THE HOA.

NOTE:

"WETLANDS SHOWN ON THESE PLANS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS. OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION."

APPROVED FINAL PLAT

(Not valid until signed)
AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION

Date Approved: November 19, 2024

Clemon Pittman

Chairman

Carol Delaney

Secretary

APPROVED FINAL PLAT

(Not valid until signed)
AUGUSTA COMMISSION

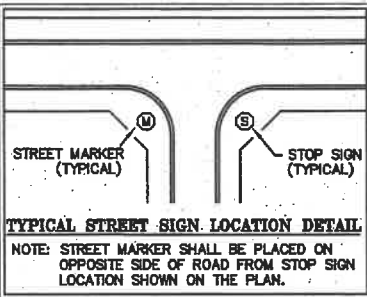
Date Approved: 11/20/2024

Scott Pittman

Chairman

Carol Delaney

Secretary



TYPICAL STREET SIGN LOCATION DETAIL
NOTE: STREET MARKER SHALL BE PLACED ON OPPOSITE SIDE OF ROAD FROM STOP SIGN LOCATION SHOWN ON THE PLAN.

LINE TABLE					
LINE	LENGTH	BEARING			
L1	82.23	S88°33'15"W			
L2	117.27	S74°38'06"W			
L3	119.75	N15°22'00"W			
L4	435.85	S15°22'00"E			
L5	81.78	N88°33'16"E			
L6	278.58	S01°06'44"E			
L7	415.84	S01°06'44"E			
L8	37.54	N88°33'16"E			
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	64.00'	15.92'	14°15'15"	S81°45'38"W	15.88'
C2	60.00'	79.32'	78°44'44"	S53°14'22"E	73.67'

The streets and roads (detentions/retention ponds and common areas - as applicable) are the private property of the owner, who has full and perpetual responsibility for their maintenance and repair. The owner releases Augusta, Georgia, from any and all claims, damages, or demands arising on account of or in connection with the design, construction, and maintenance of the streets and roads (detention/retention ponds and common areas - applicable) as shown hereon. Augusta, Georgia, assumes no liability or duty related thereto, and in no manner approves or assumes liability for the design of the streets and roads (detention/retention ponds and common areas - as applicable) as shown hereon.

LINE TABLE		
LINE	BEARING	LENGTH
E10	N88°33'16"E	29.22'
E11	S01°06'44"E	11.79'
E12	N82°03'34"W	44.87'

REVISIONS

DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS



LOCATION MAP

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

G.E. BO SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814
PARTICIPANT I.D. 4158728943

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (c) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

G.E. BO SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

TOWNHOMES AT WINDSOR
PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'
50' 0 50'

MARCH 3, 2024

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES

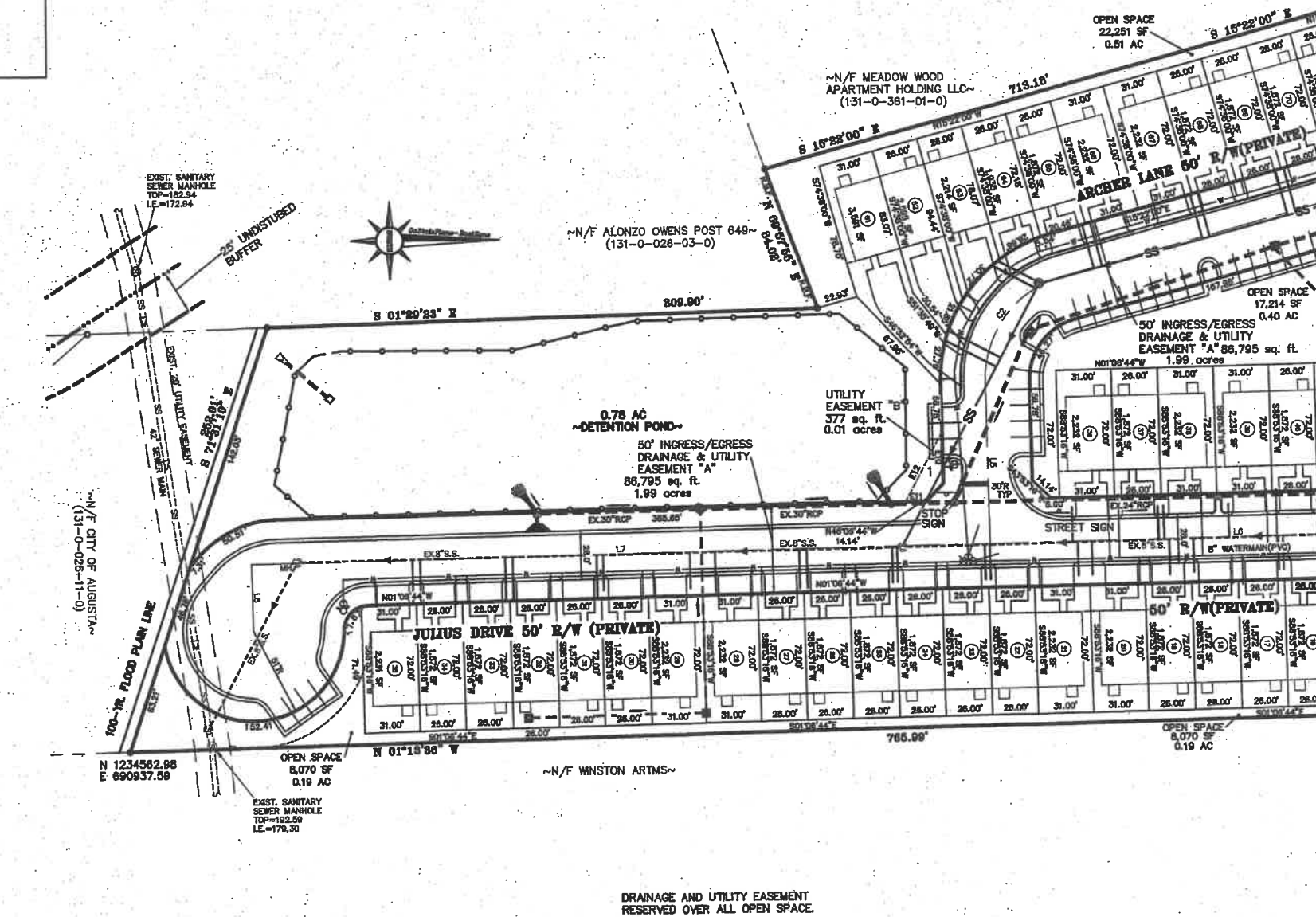
CONSULTING ENGINEERS

1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803

SHEET 1

TAX MAP: PARCEL NO. 19-005-01VL

D: PLAT B: 20 P: 67 12/10/2024 12:40 PM
Doc # 2024030612 Page 3 of 3



NOTE:
ALL PARKING PADS ARE 19'x15'.

SETBACKS:
FRONT - 15'
SIDE - 5' END UNITS
REAR - 15'

REVISIONS	
DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS



TOWNHOMES AT WINDSOR PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD
AUGUSTA, GEORGIA

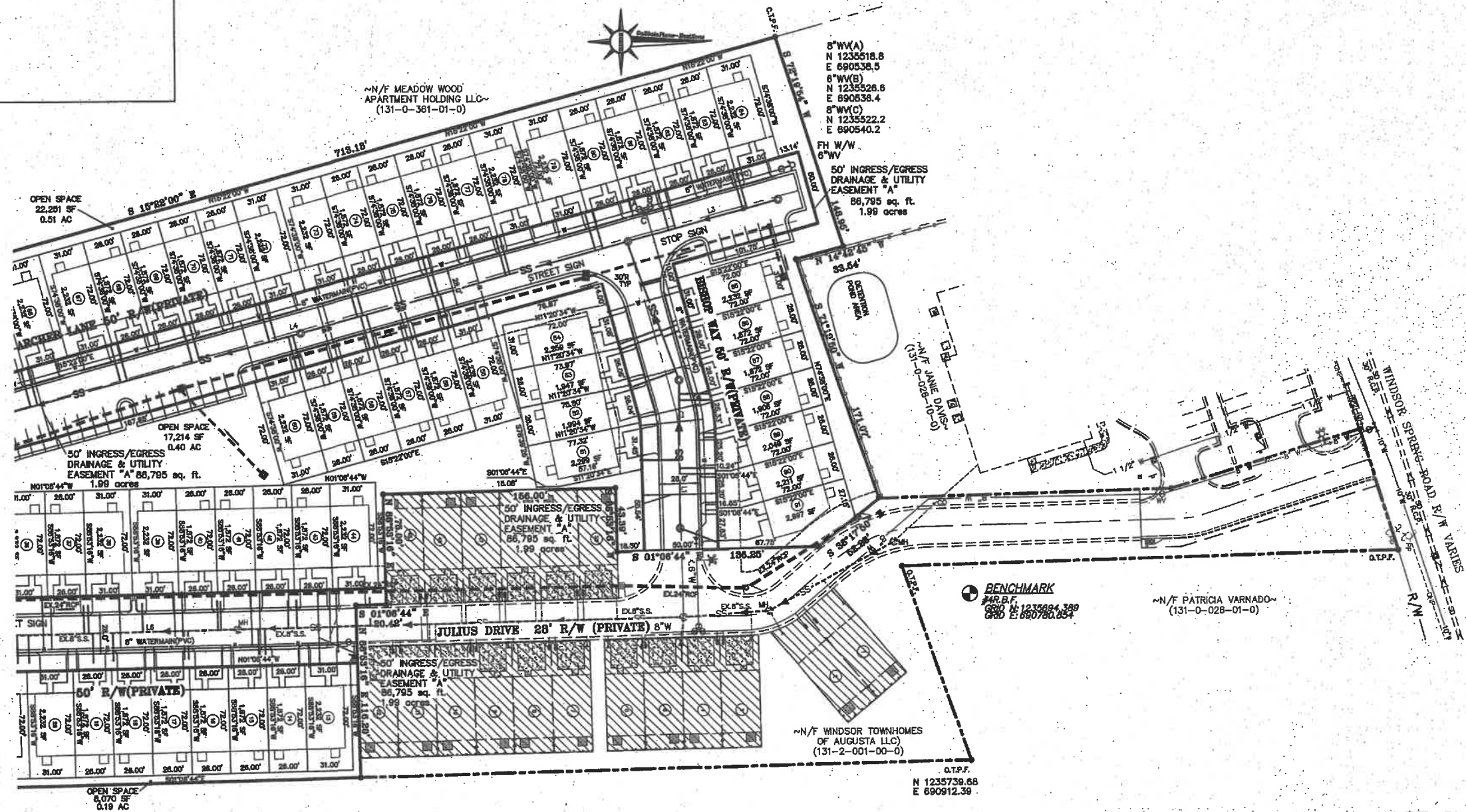
SCALE: 1" = 50'
MARCH 3, 2024

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 888-8803

SHEET 3

TAX MAP: PARCEL NO. 19-006-0VPL

D: PLAT B: 20 P: 66 12/10/2024 12:40 PM
Doc # 2024030612 Page 2 of 3



NOTE:
ALL PARKING PADS ARE 19'x18'.

DRAINAGE AND UTILITY EASEMENT
RESERVED OVER ALL OPEN SPACE.

SETBACKS:
FRONT - 15'
SIDE - 6' END UNITS
REAR - 15'

REVISIONS	
DATE	COMMENTS
7/31/24	PER COUNTY COMMENTS



TOWNHOMES AT WINDSOR PHASE 2

PROPERTY LOCATED OFF WINDSOR SPRINGS RD
AUGUSTA, GEORGIA

SCALE: 1" = 50'
MARCH 3, 2024

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803

SHEET 2

TAX MAP: PARCEL NO. 19-008-01PL



Engineering Services Committee Meeting

Meeting Date: February 11, 2025

Dedication of Water and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Ph 2

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Dedication of Water Distribution and Gravity Sanitary Sewer Systems for Townhomes at Windsor, Phase 2.
Background:	During the construction of Townhomes at Windsor Phase 2, off Windsor Spring Road, a water distribution system and a gravity sanitary sewer system were constructed.
Analysis:	The systems have passed all testing and are ready to be added to Augusta's systems.
Financial Impact:	Future payments for water and sanitary sewer from homes constructed in this subdivision.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems in Townhomes at Windsor Phase 2.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems in Townhomes at Windsor Phase 2.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Services – Supplemental Funding – Supplement 3

RFP 24-915

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915
Background:	<p>Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Ceres Environmental Services, Inc. (Ceres) was mobilized immediately, under Augusta Emergency Procurement policy, for tree debris removal. In addition, Augusta, Georgia initiated request for proposals (RFP) to select a disaster debris removal contractor for continuity of services beyond the emergency contract period and future similar service needs. Ceres was the selected contractor based on RFP evaluation criteria. On November 19, 2024 Augusta Commission awarded the disaster debris removal contract to Ceres. Ceres ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.</p>
Analysis:	<p>Ceres is providing hurricane Helene debris removal services soon after Hurricane passed through ARC. Ceres services were procured initially on September 30, 2024 for ninety (90) days under Augusta Emergency Procurement policy and Augusta Commission authorized not to exceed (NTE) amount of \$31.3 million (initial & two supplements). As of January 19, 2025 Ceres roughly removed 2.5million cubic year disaster debris and reaching utilization of allocated NTE amount. Recent projected Helene disaster debris total volume is around 3.4million cubic yard. Given debris current projected volume, additional funds in amount of not to exceed \$15.4M be allocated for Ceres to continue its services. It will bring total NTE allocation \$46.7 million. Continuity of ongoing debris removal critical not only for road traffic safety but also public health & safety. Hence continuous funding is needed.</p>
Financial Impact:	Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 3) in amount not to exceed \$15.4 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915 Fund fund-balance to fund these services. / Requested by the Administrator

Funds are available in the following accounts: (\$15,400,000) GENERAL FUND BALANCE - 220-041252-52.21112 / 814000003-52.21112

REVIEWED AND HM/sr
APPROVED BY:



TASK ORDER DEBRIS1: City of Augusta

Client: City of Augusta
Prime: Goodwyn Mills & Cawood LLC. (GMC)
Project: Consulting Services Hurricane Helene
FEMA PA #: DR4829-SC
Location: Augusta, GA

Effective Date: January 1, 2025
Estimated End Date: Project Completion
Subcontract Type: Time and Materials (T&M)

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Master contract between GMC and Easley Combined Utilities, dated December 31, 2024. This Task Order only authorizes the provision of the following services described below for Hurricane Helene FEMA Public Assistance . A separate Task Order is required to provide work on any other project.

Any changes to payment terms must be authorized in writing. Verbal authorizations will not be binding.

Scope of Work: GMC shall provide personnel to support Easley Combined Utilities in the following key functional areas on an as-needed basis:

disaster debris monitoring services to include debris generated from the public rights-of-way, and other public, eligible, or designated areas. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the City.
- Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
- Scheduling work for all team members on a daily basis.
- Hiring, training, scheduling, and managing field staff.
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- Assisting the City with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Entering load tickets into a database application.
- Maintaining of source documentation (such as load tickets).
- Developing daily operational reports to keep the City informed of work progress.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City/County for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City/County staff and designated debris removal contractors.

It is anticipated that the quantity of personnel required for each position will vary at different stages of the project. GMC will assess the quantity of personnel being provided and will adjust staffing levels as necessary. Any adjustments to staffing levels will be determined by GMC.

Compensation:

GMC will be compensated on the position and hours of services furnished multiplied by the rate listed in the Master Contract. **GMC Consulting shall not exceed a total cost of Five Million (\$5,000,000) dollars for all project-related labor.**

Due to the uncertain nature of the scope of the work, scale and duration, the Not-To-Exceed value reflected in the Task Order is not guaranteed, but only a current estimate of the level of effort expected of GMC.



TASK ORDER DEBRIS1:
City of Augusta

Invoicing:

GMC shall invoice the City of Augusta Combined Utilities for services rendered in accordance with the Master Contract. Each invoice shall reference the above Project Number.

Acceptance:

OWNER:

City of Augusta

By: _____

Name:

Title:

Attest:

CONSULTANT:

GOODWYN, MILLS & CAWOOD, LLC

By: Robert Ramsey

Robert Ramsey

Title: EVP Disaster Recovery

MASTER SERVICES AGREEMENT
for Disaster Debris Monitoring Services

Item 15.

EXHIBIT C
Goodwyn Mills Cawood Fee Schedule
Table 1: Rate Schedule

RFP 24-916 FEE PROPOSAL FORM
(Page 1 of 2)

Note: Where overtime is authorized in writing by Augusta, the rate will be billed at the hourly rate multiplied by 1.5, which is not be included in any rate listed below.

All hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

** Positions shown with hourly rate of \$0.00 are roles performed by other positions.*

DEBRIS MONITORING POSITIONS

POSITION	HOURLY RATES	HOURS*	TOTAL
Project Manager	\$ 61.00	250	\$ 15,250.00
Operations Managers	\$ 45.50	350	\$ 15,925.00
FEMA Public Assistance Coordinator *	\$ 0.00	30	\$ 0.00
Scheduler/Expeditors *	\$ 0.00	100	\$ 0.00
Truck Certifier *	\$ 0.00	100	\$ 0.00
Field Supervisor	\$ 43.50	750	\$ 36,625.00
Environmental Specialist *	\$ 0.00	50	\$ 0.00
GIS Specialist/Computer Analyst *	\$ 0.00	25	\$ 0.00
Billing/Invoice Analyst *	\$ 0.00	60	\$ 0.00
Load Ticket Data Entry Clerks (QA/QC) *	\$ 0.00	2200	\$ 0.00
Data Manager	\$ 43.50	40	\$ 1,740.00
Debris Site/Tower Monitor	\$ 31.00	1750	\$ 54,250.00
Field Monitors	\$ 31.00	7850	\$ 243,350.00
Administrative Assistant	\$ 31.00	150	\$ 4,650.00
Residential Drop-off Monitors *	\$ 0.00	3000	\$ 0.00
Total		16,705 hours	\$ 371,790.00

GRANTS MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Grant Management Consultant	\$
Grant Management Consultant	\$
Administrative Assistant	\$

EMERGENCY MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Planner	\$
Planner	\$

COMPANY: Goodwyn Mills Cawood, LLC

**SUBMIT THIS PAGE IN A SEPARATE SEALED ENVELOPE LABELED:
FEE PROPOSAL - RFP 24-916 Disaster Debris Monitoring Services**

RFP Item #24-916 Disaster Debris Monitoring Services
RFP Due: Thursday, November 14, 2024 @ 11:00 a.m.
Page 36 of 53



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Monitoring Services-

Supplement Funding – Supplement 4

RFP 24-919

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). Entire ARC services area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given disaster magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond emergency contract period and similar services future needs. GMC was selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded disaster debris monitoring services contract to GMC. GMC ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.
Analysis:	FEMA requires disaster debris removal shall be monitored and removed volume documented by a specialized monitoring firm. GMC is providing such monitoring services soon after Hurricane passed through ARC. GMC services were procured initially on September 30, 2024 for ninety (90) days under Augusta Emergency Procurement policy and Augusta Commission authorized not to exceed amount of \$3,728,143.46 (in three supplements). GMC reached utilization of this amount by end of December 2024 (end of 90 days period). Given projected burn rate by 12/31/24 & total debris volume, additional funds in amount of not to exceed \$1,271,856.54 be allocated for

GMC to continue its services. This supplement (supplement 4) addition brings not to exceed total amount \$5,000,000.00.

Financial Impact: Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 4) in amount not to exceed \$1,271,856.54 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-915.

Funds are available in the following accounts: (\$1,271,856.54) GENERAL FUND BALANCE 220-041252-52.21113 / 814000003-52.21113

REVIEWED AND
APPROVED BY: HM/sr



January 21, 2025

Hameed Malik, PhD, PE
Director – Augusta Engineering Department
452 Walker Street, Ste. 110
Augusta, GA 30901

RE: Hurricane Helene Proposal and Fee for Continuation of Debris Project Management and Support Services

Dear Dr. Malik:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta, GA for the referenced services. Our proposed cost for services is \$874,319.88. Services includes overall project management and support for Category A, and other miscellaneous tasks as directed by Augusta, GA. Please see attached a cost breakdown in detail.

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

Sincerely,

Abie L. Ladson, PE

ACCEPTED:

Hameed Malik, PhD, PE

SIGNATURE: _____
TITLE : _____
DATE: _____

ISM PROPOSED PROJECT MANAGEMENT AND SUPPORT FEE
FOR
HURRICANE HELENE

PROPOSED FORECAST																		
RESPONSIBILITY	NO.	PROPOSED EMPLOYEES	POSITION	RATE	NOVEMBER, 2024 (ACTUAL COST)		DECEMBER, 2024 (ACTUAL COST)		JANUARY, 2025 (FORECAST COST)		FEBRUARY, 2025 (FORECAST COST)		MARCH, 2025 (FORECAST COST)		APRIL, 2025 (FORECAST COST)		MAY, 2025 (FORECAST COST)	
					Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
ISM	1	Steve Cassell	Team lead	\$ 280.00	196.00	\$ 54,880.00	177.00	\$ 49,560.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00	187.00	\$ 52,360.00
	2	Able Ladson	Team lead	\$ 280.00	99.50	\$ 27,860.00	40.00	\$ 11,200.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00	70.00	\$ 19,600.00
	3	Anthony Williams	Project Manager	\$ 205.00	0.00	\$ -	10.50	\$ 2,152.50	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00	16.00	\$ 3,280.00
	4	Shawn Griffin	Staff Engineer	\$ 185.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	40.00	\$ 7,400.00	105.00	\$ 19,425.00	105.00	\$ 19,425.00	105.00	\$ 19,425.00
	5	Michael Cannell	Technical Support Staff	\$ 145.00	0.00	\$ -	0.00	\$ -	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00	8.00	\$ 1,160.00
	6	Kendall Carpenter	Field Technician	\$ 87.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
	7	Kira Ladson	Administration Support	\$ 165.00	110.00	\$ 18,150.00	99.00	\$ 16,335.00	105.00	\$ 17,325.00	60.00	\$ 9,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
				SUB-TOTAL:		\$ 100,890.00		\$ 79,247.50		\$ 93,725.00		\$ 93,700.00		\$ 95,825.00		\$ 95,825.00		\$ 95,825.00
SUBCONSULTANT	8	SUBCONSULTANT	N/A	SUB-TOTAL:		\$ 21,150.00		\$ 18,792.50		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25		\$ 19,971.25
				TOTAL:		\$ 122,040.00		\$ 98,040.00		\$ 113,696.25		\$ 113,671.25		\$ 115,796.25		\$ 115,796.25		\$ 115,796.25

ESTIMATED TOTAL COST (7 Months):

\$ 794,836.25

10% CONTINGENCY:

\$ 79,483.63

TOTAL FORECASTED AMOUNT (7 Months):

\$ 874,319.88

RFP #22-304

Fee Proposal

On-Call Professional Services For Engineering, Regulatory Compliance,
Field Operation Improvements, and Emergency Site Work
Engineering & Environmental Services Department
Proposed Fee

			ISM	ENGINEERING OFFERED
Item No	Description	Unit	Unit Rate ¹	Unit Rate ¹
1	Principal / Team Lead	HR	\$300.00	\$280.00
2	Operations Consultant, Senior	HR	\$240.00	\$240.00
2a	Operations Consultant (mid level)	HR	\$200.00	\$200.00
2b	Operations Consultant (staff level)	HR	\$140.00	\$140.00
	Technical Support Staff (I, II, III)		\$95.00, \$120.0, \$145	\$95.00, \$120.0, \$145
3	Program Manager	HR	\$270.00	\$270.00
3a	Project Manager	HR	\$205.00	\$205.00
3b	Senior Engineer (GA PE)	HR	\$205.00	\$205.00
3c	Field Engineering, Sr	HR	\$205.00	\$205.00
3d	Staff Engineer/ Staff Field Engineer	HR	\$205.00	\$185.00
4	Professional Geologist (GA PG)	HR	\$140.00	\$140.00
4a	Geologist, Sr	HR	\$140.00	\$140.00
4b	Field Technician/Env. Filed Technician, Sr.	HR	\$87.00	\$87.00
4c	Environmental Monitoring Technician	HR	\$87.00	\$87.00
5	QA/QC Engineer/Professional	HR	\$205.00	\$205.00
6	Survey Crew - (three man Crew including PLS)	day *	\$1,500.00	\$1,500.00
7	CAD/GIS Manager	HR	\$240.00	\$240.00
8	Administrator Assistant / Admin Support	HR	\$200.00	\$165.00
9	Foreman	HR	\$98.00	\$98.00
10	Equipment Operator	HR	\$87.00	\$87.00
11	Equipment (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table
12	Instruments (include Firm's Rate Table)	N/A	Per Firm Rate Table	Per Firm Rate Table
* assume 8 work-hours			Total:	
Note: Cost of Services evaluation ranking will be based on Items 1 through 5 proposed fee				

i) Direct Cost (such as Travel, Per Diem, Mileage) will be per negotiated rate (such as cost+ x%)

i) Equipment/Instruments Cost (will be paid by the firm standard rate table)

ii) Assigned work will be performed per issued Task Order. Each Task Order will be contracted based on specific scope of services for a respective project

ISM ACCEPTS THE REVISED PRICING,

1/27/23



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Hurricane Helene Debris Removal Management

ISM Support Services- Supplement 1

RFP 22-304

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency Protective Measures response was initiated immediately utilizing contractors that are under contract with Augusta, Georgia providing services either as on-call contract services or capital infrastructure improvements construction services. In addition, one on-call Emergency Engineering Professional firm/ Infrastructure Systems Management, LLC (ISM) was engaged too for assisting Augusta Engineering coordination debris removal operation. Emergency Protective measures later transitioned to Disaster debris removal/Category A and ISM support services continued to ensure time & cost efficient coordination of debris removal & monitoring contractors and documentation of debris activities per FEMA requirements. In addition ISM coordinated communication and meeting with contractors and FEMA assigned Augusta area project manager.
Analysis:	The magnitude of the disaster is beyond the capacity of routine maintenance resources. Timely emergency protective measures are critical to protect public health & safety and ensure receiving federal financial assistance available for such purposes. Continuity ISM support services is essential for effective management of daily filed operations, correct information flow to the Augusta elected official, Citizen & Media, relevant federal agencies meeting and request for information, debris volume estimation and documentation, etc. Supplemental funded is needed to cover cost of ISM services beyond emergency protective activities support. ISM is providing

service under Augusta Engineering & Environmental Services on-call Professional Services Contract (RFP 22-304).

Financial Impact: Funds – General Fund fund-balance.

Alternatives: N/A

Recommendation: Approve supplement funding (SA1) in amount not to exceed \$874,319.88 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304

Funds are available in the following accounts: (\$874,319.88) General Fund-fund balance - 220041252-52.2111 / 814000003-52.2111

REVIEWED AND
APPROVED BY: HM/sr



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

Transportation Improvement Program Projects Professional Services

Enhance the Operational Efficiency of Various Intersections

Project Numbers: PI 0012866, 0012867, 0012868

RFQ 17-127

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	<p>Approve supplemental funding to Hussy Gay Bell (HGB) in the amount of \$30,000 (\$10,000/ea) for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI). AE / RFQ 17-127</p> <p>P350506 – SA#4 Barton Chapel Rd @ Gordon Hwy</p> <p>P350536 – SA #5 Wheeler Road from I-20 – Augusta West</p> <p>P350539 – SA #4 Wheeler Road @ Roberts C. Daniel Parkway</p>
Background:	<p>The Project is for traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project funding is provided as a federal funded cost sharing project. The purpose of this project is gaining operation efficiency by widening of the intersections to allow for left turn lane & other improvements. The project consists of Barton Chapel Road @ Gordon Hwy, Robert C Daniel @ Wheeler, and Wheeler Road I-20 to Augusta West Parkway Corridor. The project is under construction. The Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.</p>
Analysis:	<p>All three projects (PI 0012866, PI 0012867, and PI 0012868) are in construction. This supplemental agreement covers services during the construction phase (CEI) for contractor requests for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.</p>
Financial Impact:	<p>Funds in amount of \$30,000.00 are available in Engineering SPLOST 8 On-Call construction.</p>

Alternatives: Do not approve and find alternative to complete the project and meet federal requirements.

Recommendation: Approve supplemental funding (SA6) to Hussy Gay Bell (HGB) in the amount of \$30,000 for the Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Projects (PI 0012866, PI 0012867, and PI 0012868) Construction Phase Services (CEI). AE / RFQ 17-127

Funds are available in the following accounts: (\$30,000) 330-041110-52.12115 / 222830902-52.12115 - SPLOST 8 - On Call Construction

REVIEWED AND APPROVED BY: HM/sr

HUSSEY GAY BELL*Established 1958*

August 15, 2024

Mrs. Tevia Brown
 Project Engineer
 Augusta Engineering & Environmental Services Department
 452 Walker Street, Suite 110
 Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
 PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy.

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012866.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012866	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
 Project Manager
 Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
 June Hamal, AED
 C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

HUSSEY GAY BELL*Established 1958*

August 15, 2024

Mrs. Tevia Brown
 Project Engineer
 Augusta Engineering & Environmental Services Department
 452 Walker Street, Suite 110
 Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
 PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012867.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012867	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
 Project Manager
 Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
 June Hamal, AED
 C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

HUSSEY GAY BELL*Established 1958*

August 15, 2024

Mrs. Tevia Brown
 Project Engineer
 Augusta Engineering & Environmental Services Department
 452 Walker Street, Suite 110
 Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
 PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012868.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012868	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
 Project Manager
 Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
 June Hamal, AED
 C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, GA

SCHEDULE OF HOURLY RATES

Rate Effective
 3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350506

Augusta Richmond County Project Number(s):	329-041110-222829902
Supplemental Agreement Number:	4
Purchase Order Number:	350506; PI#0012868

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Barton Chapel Road @ Gordon Hwy Project**, File Reference No. 17-014 (A), and

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

ROW Acquisition Services for Augusta Intersections - (Barton Chapel Rd)

It is agreed that as a result of the above described modification the contract amount is increased by **\$10,000.00** from **\$758,575.50** to a new total of **768,575.50.**

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

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

HUSSEY GAY BELL

— Established 1958 —

August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012868 Barton Chapel Road and SR10/Gordon Highway project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012868.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012868	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350536

Augusta Richmond County Project Number(s):	329-041110- 222829902
Supplemental Agreement Number:	5
Purchase Order Number:	P350536; PI#0012867

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Project**, and

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

Engineering additional services and ROW-- to extend PE phase

It is agreed that as a result of the above described modification the contract amount is increased by \$10,000.00 from \$1,676,326.46 to a new total of \$1,686,326.46.

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

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

HUSSEY GAY BELL

— Established 1958 —

August 15, 2024

Mrs. Tevia Brown
Project Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012867 Wheeler Corridor from I-20 to Augusta West Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012867.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012867	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
Project Manager
Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
June Hamal, AED
C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

P 350539

Augusta Richmond County Project Number(s):	329041110-222829902
Supplemental Agreement Number:	4
Purchase Order Number:	350539; PI#0012866

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Wheeler Road @ Robert C. Daniel Jr., Parkway Project**, File Reference No. 17-014 (A), and

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

***ROW Acquisition Services for Augusta Intersections
(Wheeler Rd at Robert C. Daniel Pkwy)***

It is agreed that as a result of the above described modification the contract amount is increased by **\$10,000.00** from **\$677,485.44** to a new total of **687,485.44.**

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

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

HUSSEY GAY BELL
Established 1958

August 15, 2024

Mrs. Tevia Brown
 Project Engineer
 Augusta Engineering & Environmental Services Department
 452 Walker Street, Suite 110
 Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
 PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy.

Mrs. Brown:

This letter is a request for additional fees associated with PI No. 0012866 Wheeler Road at Robert C. Daniel, Jr. Pkwy. project. Augusta Engineering & Environmental Services Department (AED) has requested that Hussey Gay Bell (HGB) extend the scope of services for the aforementioned project to include Construction Services. These Construction Services would include responses to Requests for Information, shop drawing reviews and design revisions.

Below is a summary of the additional fees requested for PI No. 0012866.

Scope	Not to Exceed Fee (Hourly Rates)	
Construction Services for PI No. 0012866	\$10,000.00	
	TOTAL ADDITIONAL FEE:	\$10,000.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
 Project Manager
 Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., AED
 June Hamal, AED
 C.J. Chance, P.E., HGB

Attachments: HGB Hourly Rate Sheet



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

On-Call Property Appraisal and Acquisition Professional Services

For Augusta, GA – Engineering Department

RFP 22-147

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147
Background:	Number of Road Improvements, Drainage Improvements, and Infrastructure Maintenance Construction projects has increased significantly over the past ten years and will continue to increase. Several of Federal Funded, SPLOST and TIA projects scheduled to let for construction in the coming years need acquiring Right of Way (ROW). For these projects AED expects Appraise and Acquire parcels and easements services to be rendered by a GDOT prequalified firm.
Analysis:	On June 7, 2022, The Augusta Commission approved On-Call Property Appraisal and Acquisition for Augusta Engineering to Atlas Technical Consultants, LLC (Atlas). Additional funds allocation to this contract are needed to maintain the required level of service for construction projects presently under design and about to go under construction.
Financial Impact:	Funds in amount of \$350,000 available in Engineering SPLOST8-on call construction
Alternatives:	None Proposed
Recommendation:	Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$350,000. AE / RFP 22-147.
Funds are available in the following accounts:	(\$350,000) 330-041110-52.12116 / 222830902-52.12116 - SPLOST8-On Call Construction
<u>REVIEWED AND APPROVED BY:</u>	HM/sr



Engineering Services Committee Meeting

Meeting Date: 11 February 2025

RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System –Part II
Projects Design Services

RFQ Item: 24-218 / TIA2 Project

File Reference: PI# 0017624 & 0017626 / 24 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System–Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218
Background:	<p>Intelligent Transportation System Master Plan Implementation-Richmond County-Part II, and RC Emergency and Transit Vehicles Preemption System-Part II are projects from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA on June 9, 2020 referendum. Both are Band1 projects.</p> <p>These systems which are referred to as “Advanced Transportation Management Systems” or ATMS include a variety of elements geared toward improving traffic flow, traffic monitoring, transit flow, and incidents (i.e., crash, malfunction, etc.) response. Elements of these systems include: a central command center with monitors, traffic signal communications infrastructure, adaptive signal systems, video monitoring, dynamic message boards, transit priority, emergency vehicle preemption, etc. The Improvements will be continuation of TIA 1 ITS projects.</p> <p>The purpose of the Concept Development phase is to define which specific improvements are necessary not only for expansion of existing system for additional coverage but also upgrades needed to current system. With ongoing advancement in applicable technologies it is critical to maintain capability of existing system at industry current standards. This phase will be used to formulate prelim & final design phase services. In July 2024, Augusta Engineering (AE) requested professional services (RFQ) to perform design and field engineering services for this project.</p>

Analysis:

RFQ's were received on October 30, 2024 and firms were evaluated based on qualifications, project approach, and experience. The following three firms ranked top rated and were recommended for moving to Phase2 (Technical Proposal) evaluation & selection process.

<u>Firm</u>	<u>Final Rating</u>
1. Kimley-Horn and Associates, Inc.	491.3/500
2. WSP US, INC.	438.8/500
3. Atlas Technical Consultants LLC	351.3/500

Kimley-Horn and Associates, Inc. have been selected based on the evaluation procedures used for this project.

Financial Impact:

Projects TIA Funds

Alternatives:

1). Do not approve and find alternative to complete the TIA project

Recommendation:

Approve and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn and Associates, Inc. (KH) in the amount of \$192,690.35 for the RC ITS Master Plan Improvements and Emergency Vehicles & Transit Preemption System—Part II Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-218

Funds are available in the following accounts:

(\$192,690.35) 372-041110-52.12115 - Projects TIA 2 Funds

REVIEWED AND APPROVED BY:

HM/sr

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, August 20, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **813 9070 0705; Passcode: 24218** for furnishing:

RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System for Augusta, GA – Engineering and Environmental Services Department

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

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

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

Pre-Qualification Conference will be held on Monday, August 5, 2024 @ 11:00 a.m. via Zoom Meeting ID: 848 1369 9772; Passcode: 24218.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, August 6, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 11, 18, 25, 2024 and August 1, 2024
Metro Courier July 11, 2024

Revised: 6/20/2024



RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System for Augusta, GA – Engineering and Environmental Services Department
RFQ Due: Tuesday, August 27, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 576
Georgia Procurement Registry: 1638
Total Packages Submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Addendum 1	Save Form	Original	7 Copies
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	YES	2023677	YES	YES	YES	YES
KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	YES	113742	YES	YES	YES	YES
WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	YES	568440	YES	YES	YES	YES
Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	YES	1380925	YES	YES	YES	YES



RFQ Item #24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preemption System
for Augusta, GA – Engineering and Environmental Services Department
RFQ Due: Tuesday, August 27, 2024 @ 11:00 a.m.
Evaluation Date Phase I: Monday, September 9, 2024 @ 3:00 p.m. via ZOOM

Item 19.

Vendors			Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road, Suite 350 Peachtree Corners, GA 30092	KCI Technologies, Inc. 2160 Satellite Boulevard Suite 160 Duluth, GA 30097	WSP USA, Inc. 3340 Peachtree Rd. NE Suite 2400 Atlanta, GA 30326	Atlas Technical Consultants LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	
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)								
Pre Screening	N/A	Pass/Fail	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS
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 •Properly formatted, pages allowance adhered to, all addendums are acknowledged, proposer team holds the required area classes, contains resumes of team members.											
Phase 1											
1. Qualifications & Experience	(0-5)	15.0	5.0	3.0	4.3	3.3		75.0	45.0	63.8	48.8
2. Organization & Approach	(0-5)	15	4.8	3.0	4.0	3.3		71.3	45.0	60.0	48.8
3. References	(0-5)	5	5.0	4.5	5.0	4.8		25.0	22.5	25.0	23.8
Phase 1 Total - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 175)			14.8	10.5	13.3	11.3		171.3	112.5	148.8	121.3
Phase 2											
4. Scope of Services & Wquality Control Procedures	(0-5)	15	5.0	0.0	4.3	4.0		75.0	0.0	63.8	60.0
5. Project Understand & Past Performance	(0-5)	15	5.0	0.0	4.5	3.0		75.0	0.0	67.5	45.0
6. Technical Aapproach, Alternatives concept, schedule	(0-5)	20	4.8	0.0	4.8	3.5		95.0	0.0	95.0	70.0
7. Presentation by team	(0-5)	10	5.0	0.0	4.0	3.5		50.0	0.0	40.0	35.0
8. Q&A Response to Panel Questions	(0-5)	5	5.0	0.0	4.8	4.0		25.0	0.0	23.8	20.0
Total Phase 2 - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 175)		25	24.8	0.0	22.3	18.0		320.0	0.0	290.0	230.0
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)			39.5	10.5	35.5	29.3		491.3	112.5	438.8	351.3

Internal Use Only Page 1

Evaluator: Cumulative Date: Phase I 9/9/24 Phase II 11/6/24

Procurement DepartmentRepresentative: Nancy Williams


Procurement Department Completion Date: Phase I 9/9/24 Phase II 11/6/24



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

MEMORANDUM

TO: Darrell White, Interim Director Procurement

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

DATE: Saturday, January 11, 2025

SUBJECT: Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emergency Vehicle and Transit Preempt System Project
RFQ # 24-218
File Reference: 24-014(T)

It is supplemental recommendation of Augusta Engineering (AE) to award the engineering design services for the subject project & RFQ 24-218 to Kimley-Horn and Associates, Inc. (KH). AE entered into fee negotiation for concept phase design services and offered counter proposal to KH for consideration and acceptance or submitting revision to initial submitted proposal. Accordingly, KH submitted revised proposal & associated fees for those services. After careful review of KH offered revised proposal & associated fee for concept initial phase design services, AE is recommending accepting it.

AE preparing professional services contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed Professional Services contract.

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

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
John Ussery, Augusta Engineering & Environmental Services-Traffic Engineering AD
Program File

R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260

R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260

R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260

TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219

TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219

TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

AMERICAN LIGHTING SIGNALIZATION
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE, FL 32256

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SUITE 51
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HR GREEN
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HOUSTON, TX 77042

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SUITE 200
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801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

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

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SUITE 900
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2450 COMMERCE AVE, SUITE 100
DULUTH, GA 30096-8910

ATLAS
ATTN: ROBINSON NICOL
2450 COMMERCE AVE, SUITE 100
DULUTH, GA 30096-8910

ATLAS
ATTN: ROBINSON NICOL
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DULUTH, GA 30096-8910

BROOKS BERRY HAYNIE &
ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126

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ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126

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ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126

KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401

KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401

KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401

TRANS ASSOCIATES
341 SCIENCE PARK ROAD
SUITE 104
STATE COLLEGE, PA 16803

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341 SCIENCE PARK ROAD
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AUGUSTA, GA 30901

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HASKELL
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111 RIVERSIDE AVE.
JACKSONVILLE, FL 32202

HASKELL
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JACKSONVILLE, FL 32202

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

METRIC
13940 SW 136 STREET
MIAMI, FL 33186

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

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KCI TECHNOLOGIES, INC
ATTN: DOT PEREZ YOUNG
2160 SATELLITE BLVD, SUITE 130
DULUTH, GA 30097

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DULUTH, GA 30097

KCI TECHNOLOGIES, INC
ATTN: DOT PEREZ YOUNG
2160 SATELLITE BLVD, SUITE 130
DULUTH, GA 30097

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

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WORLD FIBER TECHNOLOGIES, INC.
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5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

ATKINS
ATTN: BID DEPARTMENT
ONE MIDTOWN PLAZA
SUITE 850
1360 PEACHTREE STREET, NE
ATLANTA, GA 30309

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

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
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ATTN: SCOTT WILLIAMS
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**MIOVISION
7800 3RD ST. NORTH, SUITE 100
OAKDALE, MN 55128**

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OAKDALE, MN 55128**

**MIOVISION
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OAKDALE, MN 55128**

**STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629**

**STANTEC
229 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30303-1629**

**STANTEC
229 PEACHTREE ST. NE
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ATLANTA, GA 30303-1629**

**KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092**

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PEACHTREE CORNERS, GA 30092**

**KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092**

**HAMEED MALIK
AEESD**

**JUNE HAMAL
AEESD**

**PHYLLIS JOHNSON
COMPLIANCE**

**BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
ADDENDUM 1 MAILED: WED. 8/14/2024**

**BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID DUE: TUES., 8/27/24 @ 11:00 A.M.**

R. J. HAYNIE & ASSOCIATES
ATTN: BRANDON ORAVETZ
1551 FOREST PARKWAY
LAKE CITY, GA 30260

BROOKS BERRY HAYNIE & ASSOCIATES
600 DISCOVERY PLACE
MABLETON, GA 30126

WORLD FIBER TECHNOLOGIES, INC.
ATTN: LESTER CLARK, JR.
5665 SHIRLEE INDUSTRIAL WAY
ALPHARETTA, GA 30004

TRANSCORE
ATTN: BID DEPARTMENT
150 4TH AVENUE NORTH, SUITE 1200
NASHVILLE, TN 37219

KIMLEY HORN
25 BULL STREET, SUITE 400
SAVANNAH, GA 31401

SNYDER & ASSOCIATES
900 BELL DRIVE SW
CEDAR RAPIDS, IA 52404

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

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341 SCIENCE PARK ROAD
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ATTN: SCOTT WILLIAMS
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AUGUSTA, GA 30903-2546

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INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
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AUGUSTA, GA 30901

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
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Item 19.

Kimley-Horn and Associates, Inc.
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KCI Technologies, Inc.
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WSP USA, Inc.
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Suite 100
Duluth, GA 30096

HAMEED MALIK
AEESD

JUNE HAMAL
AEESD

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID MAILED: THURSDAY, 7/11/2024

BID ITEM #24-218
DESIGN SERVICES FOR RICHMOND CO. ITS
MASTER PLAN IMPLEMENTATION &
RICHMOND CO. EMERGENCY VEHICLE &
TRANSIT PREEMPTION SYSTEM FOR AEESD
BID DUE: TUES., 8/20/24 @ 11:00 A.M.

PAGE 1 OF1
Shortlist Notificaiton

343

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, July 11, 2024 12:57 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000068

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000068
Event Title: 24-218 Design Services for Richmond County ITS Master Plan Implementation and Richmond County Emerg
Event Type: Non-State Agency

Process Log

2024/07/11 12:46:04 : Log starts for - 15296592 - EVENT_RELEASE_TO_SUPL
2024/07/11 12:46:06 : Email Process Log for the Event#: PE-72155-NONST-2024-000000068
2024/07/11 12:46:06 : Email Batch# 2407111372
2024/07/11 12:46:06 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/07/11 12:48:00 : Bad Email not sent to anthony. penamon@opensystemsinc.com of OPEN SYSTEMS INC
2024/07/11 12:56:43 : Total No of Contacts found for sending Email: 1638
2024/07/11 12:56:43 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000068&sourceSystemType=gpr20>

07/11/2024 12:56:43 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier	Download Date
Cincar Consulting Group, LLC	07/31/2024
Cranston LLC	07/11/2024
Dodge Data	07/11/2024
KCI Technologies, Inc.	08/13/2024
KDS EXPRESS LLC	07/22/2024
Miovision	07/22/2024
Mission Critical Partners, LLC	07/15/2024
Onvia, Inc. - Content Department	07/11/2024
Pond & Company	07/11/2024
Robinson Transportation Consultants, LLC	07/24/2024
Sentinel Technologies, Inc	07/12/2024
WSP USA Inc.	07/29/2024

Add Supplier

Supplier Details

Supplier Name	Cincar Consulting Group, LLC
Contact Name	Paul Slone
Address	400 Perimeter Center Terrace NE Ste 125, Atlanta, GA 30346
Email	paul.slone@itsc2G.com
Phone Number	678-761-6616

Documents

24-218_RFQ

Bid Document / Specifications

[View](#)
[History](#)

24-218_ADD1

Addendum

[View](#)
[History](#)

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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



December 31, 2024

Ms. Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
Augusta, Georgia Municipal Building
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Re: ***RFQ Item #24-218: Design Services for Richmond County ITS Master Plan Implementation
Task Order 1 – Review of Fiber Network and ATMS Recommendations
Professional Services Agreement***

Dear Ms. Williams:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Augusta Engineering Department (“Client” or “AED”) for providing data collection and recommendations for improvements to the City of Augusta Fiber Optic Communications System and Advanced Transportation Management System.

Project Understanding

As part of Task Order 1, Kimley-Horn will gather existing data and information on the City’s existing Advanced Transportation Management System (ATMS). Working with AED, the Consultant will evaluate this data and future goals to inform future enhancements to the City’s fiber optic communications network and overall ATMS system, including the City’s Traffic Management Center (TMC).

Scope of Services

Task 1: Project Management and Administration

Communication and coordination throughout the project are essential to success. Project management tasks include consultant-client coordination and communication, meeting documentation, quality assurance / quality control, project schedule adherence, and monthly invoicing with detailed progress reporting. It is anticipated that all work associated with Task Order 1 will be completed within approximately nine (9) months of Notice to Proceed. All project deliverables will be reviewed for accuracy and completeness prior to submission to the City.

Deliverables:

Project Schedule
Meeting Notes
Monthly Progress Reports (to be submitted with Monthly Invoice)



Task 2: Data Collection and Existing Conditions Report

In an effort to best inform future design decisions, the Consultant will collect existing information on the City's fiber optic network and ATMS. Information gathered will include:

- Existing documentation, including: studies, ITS architecture, etc.
- Existing fiber optic communications network plans and details
- Existing fiber optic splicing details and allocation tables
- Existing traffic signal information (location, communication status, etc.)
- Existing closed circuit television (CCTV) cameras
- Other existing ITS deployments
- Existing TMC details (layout, size, videowall, workstations, etc.)
- Existing TMC video wall details (type, size, management system, etc.)
- Future planned projects (roadway, signals, ITS, etc.)

It is expected that this data collection will require a combination of research of existing documentation, field/site visits, staff interviews, and a stakeholder meeting.

The stakeholder meeting will be held after all other data has been collected and summarized. The Consultant will work with the Client to determine the required stakeholders that should be in attendance at the stakeholder meeting. The stakeholder meeting will seek to verify the existing information and supplement the existing data with missing information and future needs and goals.

The results of this data collection effort will be summarized in an Existing Conditions Report. The Existing Conditions Report will be submitted to the AED for review and approval. Upon approval, the Existing Conditions Report will be used to inform the Future Recommendations Report.

Deliverables:

Data Collection Request
Preliminary Existing Conditions Report
Stakeholder Meeting – Meeting Minutes
Final Existing Conditions Report

Task 3: Needs Assessment and Future Recommendations Report

Utilizing the Existing Conditions Report, the Consultant will develop a list of potential projects to enhance the City's existing fiber optic and ATMS systems. This list will include project limits, equipment needs, design requirements, potential challenges, proposed timelines for design and construction, and anticipated design and construction costs. The Consultant will submit this preliminary list to the Client to review.

The Consultant will then hold a priority setting meeting with stakeholders, as determined by the City. The goal of this meeting will be to refine the proposed recommendations and prioritize the proposed projects based on need, budget and time to implement.

The Consultant will submit the results of this meeting in a Preliminary Future Recommendations Report for review by the AED. The Preliminary Future Recommendations Report will provide detail on each proposed project, including the projects' design and construction costs, and will provide the general prioritization that came out of the stakeholder review.



Based on the AED's comments, the Consultant will develop and submit the Final Future Recommendations Report to the AED. It is intended that the Future Recommendations Report will inform the next phases (i.e. the next Task Orders) of this project.

Deliverables:

Preliminary Projects List (for review prior to stakeholder meeting)
Stakeholder Priority Meeting – Meeting Minutes
Preliminary Future Recommendations Report
Final Future Recommendations Report

Information Provided by Client

When available, the Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing ITS reports and studies
- Existing communication plans
- Existing splicing details and allocation tables
- Existing data and specifications related to existing TMC
- On-going and future projects list, including project information (project scope, locations, schedules, timelines, etc.), for all City projects (roadway, signals, ITS, etc.) located within Richmond County

Additional Services

The following items are not included in this scope and can be performed at an additional cost or will be included in future Task Orders:

- Developing Fiber Optic Splicing Details
- Fiber Optic Field Testing and Audits
- Developing Network Architecture, IP Schema, etc.
- Survey and S.U.E.
- Other items not specifically listed in Tasks 1 - 3

Schedule

We will provide our services as expeditiously as practical with the goal of meeting a nine-month schedule, contingent on Notice to Proceed date.



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1	Project Management and Administration	\$26,616.98
Task 2	Data Collection and Existing Conditions Report	\$73,693.94
Task 3	Needs Assessment and Future Recommendations Report	\$72,379.43
Subtotal		\$172,690.35
Task 4	Force Account (Not shown in fee spreadsheet)	\$20,000.00

Total Lump Sum Fee **\$192,690.35**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please provide Kimley-Horn with a Work Authorization for review and signature. We will commence services only after we have received a fully-executed copy of this Agreement.

We appreciate the opportunity to provide these services to you. Please contact me at 256 344 1149 or Jenny.Brown@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jenny Brown, P.E., PTOE
Project Manager

Kenn Fink, P.E.
Principal

Attachment – Manhour/Fee Spreadsheet
Attachment – Kimley-Horn Certified Payroll
Attachment – ISM Letter RE: Certified Payroll

COST PROPOSAL

Proj. No.: 24-218

PI No.:

Prime: Kimley-Horn

Date: 31-Dec-2024

Project: Design Services for Richmond County ITS Master Plan Imp

County: Richmond

Contract Type: LS

Fixed Fee %: 10%

Master Contract: 24-218

Contract Expiration: _

Task Order No: 1

Item 19.

Cost Summary

By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal.
Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Kimley-Horn	0	Infrastructure Systems Management (ISSM)	0	Kimley-Horn	0		0	0	0	0	0
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Design Support	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting
	Totals	\$ 172,690.35	\$ 22,519.34	\$ -	\$ 20,065.25	\$ -	\$ 130,105.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Project Management	\$ 26,616.98	\$ 22,519.34	\$ -	\$ 4,097.64	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
2	Data Collection/Exist Cond	\$ 73,693.94	\$ -	\$ -	\$ 11,175.09	\$ -	\$ 62,518.85	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
3	Needs Assessment	\$ 72,379.43	\$ -	\$ -	\$ 4,792.52	\$ -	\$ 67,586.91	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
	Fixed Fee	\$ 15,323.36	\$ 2,000.34	\$ -	\$ 1,777.85	\$ -	\$ 11,545.17	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

Tab Name>>	PM1	Rd1	DS1	DS2	Trf1	Env1	Env2	Srv1	Map1	SUE1	OMT1	Lt1
DBE (Yes or No)	No		No		No							
DBE Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %												
Contract DBE Goal %	0.0%											

LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Connie Lipovsek
Murray Barnes Finister LLP
3525 Piedmont RD NE
Atlanta GA 30305-1578

STATE OF GEORGIA, COUNTY OF RICHMOND

The Augusta Chronicle, a newspaper that is generally circulated in the county of Richmond and in the area adjacent thereto, State of Georgia, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

02/03/2025

and that the fees charged are legal.

Sworn to and subscribed before on 02/03/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$125.00

Tax Amount: \$0.00

Payment Cost: \$125.00

Order No: 10989506

of Copies:

Customer No: 1510327

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") will be held by James T. Plunkett, Interim County Attorney on behalf of Augusta, Georgia (the "Consolidated Government"), on Tuesday, February 11, 2025, at 9:00 a.m., in the offices of James T. Plunkett at Plunkett, Hamilton, Manton & Graves, LLP located at 429 Walker St., Augusta, Georgia. The hearing will be held with respect to a plan of finance for the proposed issuance by the Public Finance Authority (the "Issuer"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, of its Educational Facilities Revenue Bonds (Lindenwood Education System), in one or more issues (collectively, the "Bonds"), in a principal amount not to exceed \$175,000,000, in one or more tax exempt and/or taxable series.

The Bonds are expected to be issued by the Issuer pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to Lindenwood Education System (the "Borrower"), a Missouri nonprofit corporation and an organization described in Section 501(c)(3) of the Code that is exempt from tax under Section 501(a) of the Code. The Bonds are expected to be qualified 501(c)(3) bonds, as defined in Section 145 of the Code, and the proceeds of the Bonds will be applied along with other available funds, for the following purposes: (a) to finance, refinance, or reimburse all or a portion of the costs of the acquisition of the Acquired Assets (defined below) from STVT-AAI Education Inc. (the "Company"), (b) to acquire, construct, renovate and make improvements and purchase equipment and furnishings for the Borrower's existing educational facilities; (c) to fund interest on the Bonds and pay certain start-up working capital costs of the Borrower; (d) to refinance all or a portion of the Borrower's existing outstanding tax-exempt debt, and (e) to finance costs of issuance of the Bonds (collectively, the "Project").

The Acquired Assets consist of educational assets and associated operations that relate to the Company's offering of certificate programs, short courses, professional development courses, one-off courses, high school diplomas and associate and bachelor's degrees. The educational assets included in the scope of the Acquired Assets include the Company's (i) operation of 18 accredited campuses with training in the allied health, skilled-trades, business, education and technology fields, (ii) technology for delivering educational programs online; (iii) in-person and online workforce training development programs, (iv) ongoing relationship with its students; (v) existing institutional and programmatic accreditations from nationally recognized accrediting agencies (subject to approval or advance notice where and to the extent required); (vi) trade names recognized among prospective students and alumni; (vii) faculty and industry professionally-developed course curriculum; (viii) goodwill, going concern value, and an assembled workforce; (ix) certain working capital items, and (x) all educational, administrative facilities and equipment, furnishings and related software. The Acquired Assets relate to, benefit, or are otherwise used in an integrated operation for the Company's provision of educational services in many states.

In Augusta, the Acquired Assets relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for Miller-Motte College and other Ancora training facilities at the following locations: 3128-A Deans Bridge Rd. in Augusta, Georgia (collectively, the "Augusta Assets"). The maximum stated principal amount of the Bonds expected to be issued for the Augusta Assets is \$7,000,000. However, the Borrower, at its discretion, may allocate this entire principal amount of Bond proceeds to finance all, a part, or none of the Augusta Assets. The Project, including all the Acquired Assets, will be owned, operated and/or managed by the Borrower, Ancora Education Holdings, Inc. and/or one of the Borrower's other affiliates.

THE BONDS WILL NOT CONSTITUTE AN OBLIGATION OF THE CONSOLIDATED GOVERNMENT, OR OF THE STATE OF GEORGIA OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION THEREOF. The Bonds will be special, limited obligations of the Issuer payable solely from the loan payments to be made by the Borrower to the Issuer, and certain funds and accounts established under the bond indenture(s) for the Bonds.

Any person may appear at such hearing and express his or her views, or may submit his or her views in writing, regarding the proposed Bonds and the location and nature of the Project described herein to be financed with the proceeds of the Bonds. Any written submissions must be sent to James T. Plunkett, Interim County Attorney, Plunkett, Hamilton, Manton & Graves, LLP, 429 Walker St., Augusta, GA 30901 or emailed to jtplunkett@phmgllaw.com and clearly marked "Lindenwood Education System." Written submissions must be received by 9:00 a.m. the Thursday prior to the meeting.

2/3/25 #10989506

Public Notices

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE FAMILY COURT FOR THE
FIFTH JUDICIAL CIRCUIT

Jessica A. Tomlin,
Plaintiff,
vs.
Martavious L. Tomlin,
Defendant.

SUMMONS

Docket No. 2024-DR-40-0554

TO: MARTAVIOUS L. TOMLIN, DEFENDANT ABOVE NAMED:
YOU ARE HEREBY SUMMONED and required to answer the COMPLAINT in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said COMPLAINT on the subscriber at 791 Greenlawn Drive, Suite 4, Columbia, South Carolina, 29209-2641 or Post Office Box 90860, Columbia, South Carolina, 29290-1860 within thirty (30) days from the service hereof, exclusive of the date of such service, and in case of the failure to do so, judgment by default may be rendered against you for the relief demanded in the COMPLAINT.

McDougall, Self, Currence & McLeod, LLP
By:
/s/ Adam Pickworth
ADAM PICKWORTH
791 Greenlawn Drive, Suite 4
Post Office Box 90860
Columbia, SC 29290
Telephone: (803) 776-3130
Facsimile: (803) 961-6653
ATTORNEYS FOR PLAINTIFF
January 28, 2025

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) will be held by James T. Plunkett, Interim County Attorney on behalf of Augusta, Georgia (the “Consolidated Government”), on Tuesday, February 11, 2025, at 9:00 a.m., in the offices of James T. Plunkett at Plunkett, Hamilton, Manton & Graves, LLP located at 429 Walker St., Augusta, Georgia. The hearing will be held with respect to a plan of finance for the proposed issuance by the Public Finance Authority (the “Issuer”), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, of its Educational Facilities Revenue Bonds (Lindenwood Education System), in one or more issues (collectively, the “Bonds”), in a principal amount not to exceed \$175,000,000, in one or more tax exempt and/or taxable series.

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2/3/25 #10989506

Public Notices

Public Sale

Riverwatch Self Storage
922 Stevens Creek Road
Augusta, GA 30907
706-863-1603

In accordance with Sec. #10-4-213 of the Georgia Self Storage Facility Act, the following unit(s) will be sold to pay rents & fees at on lockerfox.com to the highest bidder on Wednesday, 2/12/2025 at 10:30 am.
J. Daniel: T036: Air compressors, mortar mixer, nail gun, drill, boxes of stone, scaffolding, walk boards, wheelbarrow, misc., etc.
February 3, 10 2025
LGSC0232298

TS # 2024-10545-GA
Notice Of Sale Under Power
Georgia, Richmond County Under and by virtue of the Power of Sale contained in that certain Security Deed given by Rowena Joseph to Mortgage Electronic Registration Systems, Inc., as Grantor, as nominee for Freedom Mortgage Corporation, its successors and assigns, dated 3/4/2021, and recorded on 3/26/2021, in Instrument No.: 2021010714, Deed Book 1772, Page 249, Richmond County, Georgia records, as last assigned to Freedom Mortgage Corporation by assignment recorded on 7/3/2024 in Instrument No.: 2024018706 Deed Book 1931, Page 2609, conveying the after-described property to secure a Note in the original principal amount of \$188,700.00, with interest thereon as provided for therein, there will be sold at public outcry to the highest bidder for cash before the Courthouse door of Richmond County, Georgia, within the legal hours of sale on 3/4/2025, the following described property: All That Lot Or Parcel Of Land, Situate, Lying And Being In The State Of Georgia, County Of Richmond, Being Known And Designated As Lot 28, Block “E”, Section IV, Phase V, Of Pinnacle Place Subdivision, As Shown On A Plat Thereof Prepared By Georgia L. Godman & Associates, Dated June 25, 1999, And Being Recorded In The Office Of The Clerk Of Superior Court Of Richmond County, Georgia, In Realty Reel 654, Page 1526. Reference Being Made To Said Plat For A More Complete And Accurate Description As To Metes, Bounds And Location Of Said Property. Said property is commonly known as 4710 Cahill Ct Hephzibah, GA 30815. The indebtedness secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of the sale, as provided in the Security Deed and by law, including attorneys’ fees (notice of intent to collect attorneys’ fees having been given). The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Freedom Mortgage Corporation, Attention: Loss Mitigation Department, 11988 EXIT 5 PKWY BLDG 4 FISHERS IN 46037-7939, Telephone No.: (855) 690-5900. Nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend, or modify the terms of the security instrument. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and any other matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party(ies) in possession of the property is (are) Rowena Joseph or tenant(s) or other occupants. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code, (2) final confirmation and audit of the status of the loan with the holder of the Security Deed, and (3) any right of redemption or other lien not extinguished by foreclosure. The sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security instrument, specifically being Freedom Mortgage Corporation as Attorney in Fact for Rowena Joseph. Nestor Solutions, LLC 214 5th Street, Suite 205, Huntington Beach, California 92648, (888) 403-4115, TS # 2024-10545-GA For sale information, visit: <https://www.nestortrustee.com/sales-information.com> or call (888) 902-3989.
February 3, 10, 17, 24 2025
LGSC0228888

Public Sale

Public Auction

Alexander Drive Self Storage located at 1085 Alexander Drive, Augusta, GA, 30909 will hold a public auction on February 20, 2025 at 10:00 AM EST at the storage facility in front of building A100. The following unit will be sold: Unit #A132 Ian Beason - Tools and Household Items. Auctioneer: Glenn Rhodes GAL#2666
February 3, 10 2025
LGSC0216848

Storage Sense Augusta - Jimmie Dyess Parkway
NOTICE OF PUBLIC SALE The undersigned, wishing to avail themselves of the provisions under the Georgia Self-service Storage Facility Act of 2013, hereby gives notice of the sale under said act to wit: Wednesday the 19th day of February, 2025 at 11:00 AM, on that day will conduct a public sale to the highest bidder, with bidding to take place on lockerfox.com, FOR CASH ONLY, the contents of spaces at Storage Sense Jimmie Dyess, 1005 Jimmie Dyess Parkway, Augusta, GA, 30909 Jones, Destiny 938 Bench, Dolly, Baskets. Cliett, Amanda M106 Fishing Poles, Furniture, Household items. Gaskin, Krysteana L. 832 Kirby Vacuum, Block Dinning Table Chairs, Home Decorations. Lockhart, Lavacette 517 Elliptical, Power Rack, Weight Bench THE PUBLIC IS INVITED TO ATTEND AT [LOCKERFOX.COM](https://lockerfox.com), SALE IS SUBJECT TO ADJOURNMENT.
February 3, 10 2025
LGSC0230042

January Auctions
Notice of Public Sale of Personal Property: Notice is hereby given that Augusta’s Best Storage, located at 545 Taylor Street, Augusta GA; intends to sell the personal property according to the Georgia Self Storage Act, 10-4-210 through 10-4-215 to satisfy the owner’s lien.
All bids will be accepted online through www.storageauctions.com. The auction will end on or after February 18th, 2025, at 10:00 am. Augusta’s Best reserves the right to withdraw units from such a sale and reject any bid. The terms of the sale are cash or money orders only.

Account # 784319
Lynda Barrs; 2052; Appears to contain; Decor, Plastic Containers, Misc. Boxes, Misc. Items, Suitcases, Coolers

Matthew Josey; 1134; Appears to contain; Power Tools, Microwave, Decor, Plastic Containers, Misc. Boxes, Misc. Items, Cleaning Supplies
February 3, 10 2025
LGSC0219969

Summons

IN THE JUVENILE COURT FOR THE
COUNTY OF RICHMOND, STATE OF GEORGIA

IN THE INTEREST OF:

R.L. CASE NO: 2021 J 113
SEX: Male
DOB: 11/28/2013
Child Under 18 Years of Age

NOTICE OF SUMMONS

TO IDA LOVETT and KENNETH LOVETT of the above minor child and any other party claiming to have a parental interest in said minor children born to Ida Lovett.

You are hereby notified that this proceeding and the hearing specified herein is for the purpose of termination of parental rights.

A petition has been filed in this Court concerning the above child. A copy of that petition is attached to this summons.

This is a summons requiring you to be in Court. If you fail to come to Court as required, you may be held in contempt of Court and punished accordingly.

Now therefore, you, the party named above, are commanded to be and appear on the date and time stated below, and to remain in attendance from hour to hour, day to day, month to month, year to year, and time to time, as said case may be continued, and until discharged by the Court, and you are commanded to lay any and all other business aside and to be and appear before the Juvenile Court of Richmond County, Georgia located at 735 James Brown Boulevard, Augusta, Georgia, on Tuesday, February 25, 2025 at 1:00 p.m. and you the said parents, are likewise hereby commanded to be and appear in Court at the time and place above stated, each of you then and there to make defense thereto and to show cause why the said child and all parties named herein should not be dealt with according to the provisions of the law.

WITNESS the Honorable Willie Saunders, Chief Judge of said Court, this 16th day of Jaanuary 2025.


Deputy Clerk, Juvenile Court
Richmond County, Georgia
January 28, February 3, 10 2025
LGSC0226418




In the Superior Court of Richmond County, State of Georgia
Civil Action File No. 2024RCCV00762
Michael Walker, Sr. versus Robert Cunningham
NOTICE OF SUMMONS to Defendant ROBERT CUNNINGHAM

You are hereby notified that the above-styled action seeking Damages was filed suit in said court against you for a tortious injury allegedly caused by your negligence on October 14, 2023 and by reason of an Order for service of summons by publication entered by the Court on December 13, 2024, you are hereby commanded and required to file with the Clerk of said Court and serve upon Kenneth S. Nugent, PC, attorneys for the party to this action whose address is One 10th Street, Suite 550, Augusta, Georgia 30901, an Answer in writing to the Plaintiff’s Complaint within sixty (60) days of January 27, 2025.
January 27, February 3, 10, 17 2025
LGSC0224654

USA TODAY CROSSWORD

BECAUSE
UNLIKE
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ADOPT A PET
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FIND A HOUSE
BUY A BOAT
FIND A TREASURE
GET A MASSAGE
HIRE A HANDYMAN

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A RESOLUTION OF AUGUSTA, GEORGIA APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF NOT TO EXCEED \$175,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (LINDENWOOD EDUCATION SYSTEM), SERIES 2025A

WHEREAS, the Public Finance Authority (the “Issuer”) proposes to issue its Educational Facilities Revenue Bonds (Lindenwood Education System), Series 2025A (the “Bonds”) in an aggregate principal amount not to exceed \$175,000,000, and to loan the proceeds from the sale of the Bonds to Lindenwood Education System, a Missouri non-profit corporation (the “Borrower”), to provide for a plan of financing of the costs of the Project (defined below), a portion of which relates to, benefits, or is otherwise to be located in Augusta, Georgia (the “Consolidated Government”), as further described in the hereinafter defined Notice of Public Hearing, a copy of which is attached hereto;

WHEREAS, the Bonds will be issued in a maximum principal amount of \$175,000,000, and the proceeds of the Bonds will be applied by the Borrower to finance the Project, which consists of the use of such proceeds (a) to finance, refinance or reimburse all or a portion of the costs of the acquisition of the Acquired Assets (defined in the Notice of Public Hearing) from STVT-AAI Education Inc. (the “Company”); (b) to acquire, construct, renovate and make improvements and purchase equipment and furnishings for the Borrower’s existing educational facilities; (c) to fund interest on the Bonds and pay certain start-up working capital costs of the Borrower; (d) to refinance all or a portion of the Borrower’s existing outstanding tax-exempt debt, and (e) to finance costs of issuance of the Bonds (collectively, the “Project”);

WHEREAS, prior to the issuance of the Bonds, the public hearing and approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), require that the Consolidated Government, being the governmental unit having jurisdiction over the area which a portion of the Project relates to, benefits, or is otherwise to be located, approve the issuance of the applicable portion of the Bonds, after public hearing following reasonable notice;

WHEREAS, upon request of the Borrower, a Notice of Public Hearing was published in *The Augusta Chronicle* on February 3, 2025 (the “Notice of Public Hearing”), a copy of which Notice of Public Hearing is attached hereto and made a part of this Resolution;

WHEREAS, following the publication of such Notice of Public Hearing, a public hearing with respect to the Bonds and the location and nature of the Project described in such Notice of Public Hearing (the “Public Hearing”) was held by James T. Plunkett, Interim County Attorney on behalf of the Consolidated Government, pursuant to Section 147(f) of the Code, on February 11, 2025, at 9:00 a.m. (or as soon thereafter as the matter could be heard), in the offices of James T. Plunkett at Plunkett, Hamilton, Manton & Graves, LLP located at 429 Walker St., Augusta, Georgia;

WHEREAS, the Notice of Public Hearing provides that in Augusta, Georgia the Acquired Assets (defined in the Notice of Public Hearing) relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for Miller-Motte College and other

Ancora training facilities at the following locations: 3128-A Deans Bridge Rd. in Augusta, Georgia (collectively, the “Augusta Assets”), and that the maximum stated principal amount of the Bonds expected to be issued for the Augusta Assets is \$7,000,000.

WHEREAS, the Notice of Public Hearing indicates that the Project will be owned and operated by the Borrower, Ancora Education Holdings, Inc. and/or one of the Borrower’s other affiliates;

WHEREAS, the Bonds are to be issued in one or more series or sub-series, from time to time, and the Issuer intends to issue one or more series or sub-series of Bonds not later than one year from the date of adoption and approval of this Resolution;

WHEREAS, the Bonds will not be a debt, obligation or liability of the Consolidated Government or the State of Georgia or any agency or political subdivision thereof;

WHEREAS, the Bonds will constitute a special, limited obligation of the Issuer, payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with one or more loan agreements each between the Borrower and the Issuer and one or more indentures pursuant to which the Bonds are issued; and

WHEREAS, it is intended that this Resolution shall constitute approval by the Augusta-Richmond County Commission as required by, and solely for the purposes of, Section 147(f) of the Code, as to the issuance of the applicable portion of the Bonds to finance the portion of the Project located in Augusta, Georgia, being the Augusta Assets, as described in the Notice of Public Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION, as follows:

1. Solely for the purpose of satisfying the requirements of Section 147(f) of the Code, the issuance of the applicable portion of the Bonds by the Issuer and the related plan of finance to provide funds to finance the portion of the Project located in Augusta, Georgia, being the Augusta Assets, is hereby approved.

2. The Bonds shall not constitute a debt, obligation or liability of the Consolidated Government, or of the State of Georgia or any other political subdivision thereof, and the Consolidated Government, the State of Georgia nor any other political subdivision thereof shall be obligated for the payment of the Bonds, for the manner or extent to which the proceeds from the sale of the Bonds are expended or allocated or for any aspect whatsoever of the Project.

ADOPTED AND APPROVED this 18th day of February, 2025.

AUGUSTA, GEORGIA

Mayor

ATTEST:

Clerk of Commission

EXHIBIT A
NOTICE OF PUBLIC HEARING



Finance Committee

Meeting Date: February 11, 2025

Tax Exempt Bonds – Lindenwood Educations

Department:	Finance Department
Presenter:	Timothy E. Schroer, Interim Finance Director
Caption:	Adopt resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed \$175,000,000, a portion of this amount will be used to finance costs of the acquisition of educational assets and associated operations from STVT-AAI Education Inc.
Background:	Section 147 (f)(2)(A)(ii) requires the governmental unit with jurisdiction over the area in which a tax-exempt bond financed facility is located to approve the tax-exempt bonds. Also, the Wisconsin statute governing the Public Finance Authority (“PFA”) requires the political subdivision in whose jurisdiction a facility to be financed by the PFA is located to approve the PFA financing that facility. The Commission is the governing body of the consolidated government of Augusta, Georgia, which is the political subdivision with jurisdiction over the facility to be financed.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve Resolution of the Augusta-Richmond County Commission approving Public Finance Authority revenue bonds and the financing by the Public Finance Authority of a capital improvement project to be located within Augusta, Georgia
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

MURRAY BARNES FINISTER LLP

3525 PIEDMONT ROAD • 5 PIEDMONT CENTER • SUITE 515 • ATLANTA, GEORGIA 30305

MEMORANDUM

TO: Timothy E. Schroer, Finance Director

FROM: Teresa P. Finister

DATE: February 5, 2025

RE: Host Jurisdiction Public Hearing and Approval Under Section 147(f) of the Internal Revenue Code Regarding Tax-Exempt Bonds for Lindenwood Education System

Our firm has been requested by Gilmore & Bell, Bond Counsel with respect to the Bonds described below, to assist their firm and the issuer of the Bonds with obtaining TEFRA approval in Augusta. Information concerning the Bond issue follows.

The Public Finance Authority (“PFA”) requests the assistance of Augusta, Georgia (the “Consolidated Government”) in providing “Host Approval” under Section 147(f) of the Internal Revenue Code in connection with the issuance of tax-exempt bonds on behalf of Lindenwood Education System, a Missouri nonprofit corporation headquartered in St. Charles, Missouri (the “Borrower”). PFA expects to issue tax-exempt bonds in an amount not to exceed \$175,000,000 (the “Bonds”) and a portion of this amount will be used to finance costs of the acquisition of educational assets and associated operations from STVT-AAI Education Inc.

In Augusta, the assets to be acquired by the tax-exempt bonds relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for Miller-Motte College and other Ancora training facilities located at 3128-A Deans Bridge Rd. in Augusta, Georgia (collectively, the “Augusta Assets”). The maximum stated principal amount of the Bonds expected to be issued for the Augusta Assets is \$7,000,000.

PFA is a governmental unit of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association, and the League of Wisconsin Municipalities. Debt issued by any entity under the auspices of PFA is not debt of the City or PFA, but rather is payable solely from debt service payments received from the Borrower.

Section 147(f) of the Internal Revenue Code requires that the PFA, as issuer of the tax-exempt bonds, obtain the approval of the governing body or chief elected representative of each

state or local government jurisdiction in which the financed assets are to be located following a public hearing by an authorized representative of the state or local jurisdiction. Notice of the public hearing must be published at least 7 days prior to the hearing date. Accordingly, PFA requests your assistance in this financing by conducting the public hearing and obtaining the host jurisdiction approval in accordance with the requirements of Section 147(f) of the Internal Revenue Code.

As Interim County Attorney and employee of the Consolidated Government, Jim Plunkett, is able to hold the public hearing, which is scheduled on Tuesday, February 11, 2025 at 9:00 a.m. so that it does not interfere with other matters. Enclosed is a copy, of the Notice of Public Hearing that was published on February 3, 2025, which is at least 7 days before the hearing date. In addition, we have prepared a resolution for the Augusta-Richmond County Commission approving the use of the proceeds of the tax-exempt bonds to finance the Augusta Assets. We ask that the Consolidated Government adopt the Resolution after the public hearing at its February 18, 2025 meeting.

I appreciate your assistance in this matter on behalf of PFA and the Borrower. If I can answer any questions or provide any additional information, please call me at 404-805-0932.

MINUTES OF PUBLIC HEARING
AUGUSTA, GEORGIA

Re: Public Finance Authority
Educational Facilities Revenue Bonds (Lindenwood Education System) Series 2025

The undersigned, James T. Plunkett, as Interim County Attorney and designated Hearing Officer, conducted a Public Hearing on behalf of Augusta, Georgia (the "Consolidated Government"), the host jurisdiction, for the above referenced Bonds (the "Bonds").

As the Hearing Officer, I called the Public Hearing of the Consolidated Government held on Tuesday, February 11, 2025, to order at 9:00 a.m. ET in the offices at Plunkett, Hamilton, Manton & Graves, LLP located at 429 Walker St., Augusta, Georgia.

I declared that a Public Hearing, required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Bonds and the project to be financed with the proceeds of the Bonds (the "Project").

I declared that the required notice of the Public Hearing for the Project was published in The Augusta Chronicle on February 3, 2025], being a newspaper of general circulation in Augusta-Richmond County, Georgia, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. No member of the public was present or joined the Public Hearing and thus no comments were made or discussed about the Project or the Bonds. In addition, no written comments were submitted prior to the Public Hearing.

After sufficient time was given for all present to make their comments with respect to the Bonds and the Project, I declared the Public Hearing closed at 9:15 a.m.

Dated: February 11, 2025

James T. Plunkett, Interim County Attorney
Augusta, Georgia

EXHIBIT A
AFFIDAVIT OF PUBLICATION



ITEM COVERSHEET

Public Safety Committee

Meeting Date: February 25, 2025

Tetra Tech – Task Order #1 – RFP 24-917

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve Task Order #1 with a not-to-exceed amount of \$500,000 for Hurricane Helene Cost Recovery Services through Tetra Tech. RFP 24-917
Background:	At its December 3, 2024 meeting, the Augusta Commission approved award of RFP 24-917 for Comprehensive Disaster Recovery and Cost Recovery Professional Services to Tetra Tech. Augusta executed a three-year contract with Tetra Tech. The contract stipulates that task orders with specific not-to-exceed amounts will be issued for each engagement under the contract.
Analysis:	Augusta issued a Notice to Proceed to Tetra Tech to initiate work on cost recovery services following Hurricane Helene. Augusta and Tetra Tech have now negotiated Task Order #1 for these services. Additional task orders will come before the Commission for approval as the project continues.
Financial Impact:	The current Task Order #1 is for \$500,000. Tetra Tech estimates that the total scope of services for the cost recovery will be approximately \$1.9 million. These services will be funded from General Fund balance, with the exception that they will be reimbursable through FEMA Public Assistance (Category Z).
Alternatives:	None
Recommendation:	To approve the Motion to approve Task Order #1 with a not-to-exceed amount of \$500,000 for Hurricane Helene Cost Recovery Services through Tetra Tech.
Funds are available in the following accounts:	General Fund fund balance
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden

AUGUSTA, GEORGIA
TASK ORDER No. 1 Hurricane Helene Public Assistance

In accordance with the Notice-to-Proceed dated December 19, 2024 issued by **Augusta, Georgia** (Client) to **Tetra Tech, Inc.** (Consultant), Client hereby authorizes the services to be performed for the period of performance and estimated budget set forth herein:

PROJECT: Public Assistance Services
 2024 Hurricane Helene

DURATION OF WORK:

Estimated Project Term: Twelve (12) months, effective December 19, 2024
The project term may be extended upon approval by both parties.

SCOPE OF WORK:

Following the impacts of Hurricane Helene (FEMA DR-4830-GA), the State of Georgia has received a major Disaster Declaration aiding in the ability of affected communities to respond and recover from this event. The incident period for Hurricane Helene began on September 24, 2024, and ended on October 30, 2024.

Client was adversely affected by Hurricane Helene, and designated for debris removal, emergency protective measures, and permanent work under the Public Assistance program.

Consultant will provide support with the Public Assistance recovery program through the following services:

Task 1: Public Assistance Operational Planning Support

Consultant will provide support with identifying disaster impacts and recovery priorities, as well as provide support with collecting critical information required to initiate a FEMA Public Assistance claim.

Subtask 1.1 - Preliminary Grant Management Technical Assistance

Consultant shall collect and review key policies and procedures relevant to the Public Assistance program and provide guidance regarding best practices surrounding recovery operations as required. Consultant will also provide support regarding Public Assistance programmatic timelines, requirements, key milestones and deliverables, and general recovery strategies. Consultant shall also provide support with identifying other potential funding/reimbursement methods for disaster related costs, as well as providing financial recovery strategy support for multiple potential sources if requested to do so.

Task 2: Damage Intake Support

Consultant will provide support to accomplish critical Public Assistance milestones and prepare key deliverables to accomplish objective of capturing and documenting incident related damages. This support will be provided through the following subtasks:

Subtask 2.1 - Damage Inventory Capture and Generation

Consultant will provide support gathering and preparing 60-day Damage Inventory (DI), and uploading relevant supporting documentation to Grants Portal.

Subtask 2.2 - Insurance Review

Consultant will provide insurance support through the review of insurance policies for facilities and damages related to the event, with the objective of verifying and identifying projects that may be completely or partially reimbursed by insurance proceeds.

Subtask 2.3 - Site Inspection Planning

Consultant will assist with planning and preparing for FEMA Site Inspections. Consultant will provide the best practices on how to complete site inspections and capture critical information required for project formulation. Consultant will also assist with scheduling FEMA site inspections.

Subtask 2.4 - Site Inspection Execution

Consultant will provide a staff member to attend FEMA Site Inspections with Client staff. The Team will assist Client's staff by capturing critical information during the visits. Consultant staff will review FEMA's Site Inspection Report alongside Client technical staff and advise on potential compliance pitfalls.

Subtask 2.5 - Damage Description and Dimensions (DDD) development and capture support

Consultant will prepare DDD based on data and technical information captured during the site inspection process, as well as compare results to FEMA prepared DDD for verification that all damages identified by Client and Consultant staff were captured in totality and correctly.

Subtask 2.6 - Completed Work Data Intake and Desktop Review

Consultant will work with identified department points-of-contact (POCs) to collect, and capture completed force account labor, equipment, material and contract purchase/ invoice records and expense documentation related to the disaster. Upon receipt of this documentation, Consultant will conduct a preliminary desktop review of the data to identify systematic data/information deficiencies that may impact data entry, reconciliation and the creation of project cost summary records and reimbursement submissions. The team will identify issues and deficiencies will be reported for resolution.

Task 3: Project Formulation

Consultant with the development of scope and cost for projects to submission to FEMA. Depending on project type, this support will be provided through the subtasks listed below:

Subtask 3.1 - Completed Work Data Reconciliation and Review

Consultant will reconcile completed work cost expenses, create project cost summary documents, as well as prepare supporting documentation for eventual submission to Grants Portal. Consultant will also review documentation for validity, and compliance with FEMA Public Assistance programmatic requirements. If supporting documentation or compliance deficiencies are identified, Consultant will work with Client points of contact to collect missing documentation or rectify compliance issues if able.

Subtask 3.2 - Procurement and Compliance Support

Consultant will review emergency and permanent work procurements for 2CFR compliance, and provide feedback regarding compliance issues, and pitfalls.

Subtask 3.3 - Work to-be-completed Cost Estimation

Upon finalization of permanent work DDD's, Consultant will prepare repair cost estimates using FEMA approved cost estimation software (RS Means). Consultant will also prepare additional project cost estimation documentation including project CEF as relevant.

Subtask 3.4 - Work to-be-completed 406 Mitigation Alternatives Support, and 406 Hazard Mitigation Proposal (HMP) Development

Upon completion of site inspection, and DDD finalization, and during cost estimation phase, Consultant technical staff will present 406 mitigation alternative options for review by relevant points of contact with the goal of developing 406 Hazard Mitigation Proposals (HMPs). Upon selection of preferable 406 mitigation alternative option, Consultant technical staff will prepare 406 HMP for submission for applicable permanent work projects.

Task 4: Grant Management

Consultant shall support Client through FEMA review, obligation, and reimbursement processes through the following subtasks:

Subtask 4.1 - Grants Portal Project Submission Support and Obligation Support

Consultant will support Client with the final creation, collection, and upload of critical documentation and information required through Grants Portal, including EEI support and completion, and upload of relevant project documentation. During FEMA's review process, Consultant will also support Client with responses to FEMA Requests for Information (RFIs) that may be requested prior to securing project obligations. Consultant will also support Client with relevant project versioning/ amendment requests if/ when required to do so.

Subtask 4.2 - Grant Management Reporting

Consultant will support Client with FEMA reporting requirements including Time Extensions, Quarterly Progress Reports (QPRs), as well as associated monitoring requirements such as permanent work project work validation and completed cost collection.

Subtask 4.3 - Completed Work Request for Reimbursement Support

Consultant will provide support with submitting requests for reimbursement from State agency, as well as responding to State RFIs if required.

Subtask 4.4 - Grant Management Technical Assistance

Consultant shall collect and review key policies and procedures relevant to the Public Assistance program and provide guidance regarding best practices surrounding recovery operations as required. Consultant will also provide support regarding Public Assistance programmatic timelines, requirements, key milestones and deliverables, and general recovery strategies. Consultant shall also provide support with identifying other potential funding/reimbursement methods for disaster related costs, as well as providing financial recovery strategy support for multiple potential sources if requested to do so.

ESTIMATED PROJECT COST

Estimated Project Cost: **\$1,949,193** | Initial Funded Amount: **\$500,000**

Augusta is funding a portion of the project cost in the amount of five hundred thousand (\$500,000) dollars. Augusta acknowledges that the initial funded amount is intended to cover a portion of the project cost, and the remaining future funds will be required for the completion of the full scope of work. Consultant will proceed with the project under the assumption that additional funds will be made available upon request. Should the release of future funds be delayed or unavailable, both parties will discuss and agree upon potential adjustments to the scope, schedule, or cost of the project, in a manner that ensures the continuity of work. Any changes to the funding, scope, or schedule as a result of future funding releases shall be documented in a Change Order to this Task Order, executed by both parties.

The estimated budget is based on Consultant's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Client and Consultant. The fee for services under this task order will be based on the actual hours of services furnished multiplied by Consultant's hourly rates as set forth in the Master Services Agreement between Client and Consultant for comprehensive disaster recovery and cost recovery professional services (RFP #24-917), dated December 13, 2024. Table 1 below provides the estimated cost breakdown by project task and Table 2 outlines the anticipated staff positions and level of effort.

Table 1: Estimated Cost Breakdown by Project Task [1] [2]

Project Task	Estimated Amount
Task 1: Public Assistance Operational Planning Support	\$30,720
Subtask 1.1: Preliminary Grant Management Technical Assistance	\$30,720
Task 2: Damage Intake Support	\$242,365
Subtask 2.1: Damage Inventory Capture and Generation	\$8,200
Subtask 2.2: Insurance Review	\$17,300
Subtask 2.3: Site Inspection Planning	\$7,790
Subtask 2.4: Site Inspection Execution	\$99,200
Subtask 2.5: Damage Description and Dimensions (DDD) development and capture support	\$65,475
Subtask 2.6: Completed Work Data Intake and Desktop Review	\$44,400
Task 3: Project Formulation	\$1,483,518
Subtask 3.1: Completed Work Data Reconciliation and Review	\$874,960
Subtask 3.2: Procurement and Compliance Support	\$17,728
Subtask 3.3: Work to-be-completed Cost Estimation	\$389,570
Subtask 3.4: Work to-be-completed 406 Mitigation Alternatives Support, and 406 Hazard Mitigation Proposal (HMP) Development	\$201,260
Task 4: Grant Management	\$192,590
Subtask 4.1: Grants Portal Project Submission Support and Obligation Support	\$73,100

Project Task	Estimated Amount
Subtask 4.2: Grant Management Reporting	\$9,750
Subtask 4.3: Completed Work Request for Reimbursement Support	\$38,660
Subtask 4.4: Grant Management Technical Assistance	\$71,080
Estimated Total	\$1,949,193

Table 2: Estimated Cost Breakdown by Labor Category [1] [2]

Labor Category	Hourly Rate	Estimated Hours	Estimated Amount
Project Executive	\$195	72	\$14,040
Senior Project Manager	\$195	104	\$20,280
Project Manager	\$185	1,468	\$271,580
Senior Subject Matter Expert	\$225	483	\$108,675
Subject Matter Expert	\$199	32	\$6,368
Senior Preparedness/Response/Recovery Consultants	\$170	310	\$52,700
Preparedness/Response/Recovery Consultants	\$140	1,532	\$214,480
FEMA Cost Recovery Specialists	\$125	1,134	\$141,750
Administrative Assistant	\$60	48	\$2,880
Senior Engineer	\$185	1,218	\$225,330
Engineer	\$165	2,226	\$367,290
Field Inspector	\$95	178	\$16,910
Senior Financial Analyst	\$135	48	\$6,480
Financial Analyst	\$105	4,766	\$500,430
Estimated Total			\$1,949,193

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for the services will be based on the actual hours of services furnished multiplied by Consultant's hourly rates.

[2] Consultant may take the following actions, in its discretion: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task/deliverable and more hours within another task/deliverable.

ASSUMPTIONS:

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** Client will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Consultant for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of Client key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Ineligible Work.** Consultant cannot make final eligibility determinations, only provide recommendations if requested to do so.
- **Permanent Work Estimated Deliverable Counts.** It is assumed that the majority of small permanent work projects will be completed and processed as streamlined project applications (SPAs) through the FEMA PA process. For site inspection, DDD development, cost estimation, and 406 HMP tasks, the hours and costs included above assume that Consultant will be requested to perform this scope for **34** of the permanent work

damages. Should the amount of sites requiring these tasks increase, Consultant will work in good faith with Client to present a revised estimate when appropriate to do so.

- **Task 2: Site Inspection Estimated Sites.** The cost estimate included in this proposal assumes that Consultant will provide site inspection support at up to **19** facilities. If Consultant's support with this task exceeds this facility count, Consultant and Client will work in good faith to review and approve a revised cost estimate proposal inclusive of the costs required to complete the greater number of inspections.
- **Task 2: Site Inspections Estimated Hours.** For the purpose of this estimate, Consultant assumes that one Assessor/ engineer per site for inspections. It is also assumed that each assessor will be required on average to spend 4 hours at each facility assessment for simple sites and 16 hours for Complex sites. During the Operational Planning and Scheduling phase, if it is determined that fewer resources are required, Consultant will coordinate with Client if appropriate to reallocate assessor teams if both parties deem it appropriate. Consultant's invoiced hours per facility will be based on actual hours recorded for each assessment, which may be higher or lower than this assumption based on assessment size and complexity.
- **Site Visits.** Additional site visits due to conditions outside Consultant or Client's control (e.g. due to changing/rotation of FEMA staff or loss of documentation by FEMA) that are required or requested by FEMA and/or State staff may impact the ratio of Management Costs to project cost. In these scenarios, Consultant will notify Client POC of these conditions and document the reason that an additional site visit occurred.
- **Estimated Costs.** The cost estimate presented above is based on information known at the time of this proposal. Future changes to these assumptions may require a change to the estimate provided above. Consultant will work in good faith with Client to present a revised estimate if both parties agree it is warranted.
- **Reimbursement for Services.** While Consultant cannot guarantee reimbursement for these services, it is anticipated that FEMA will likely reimburse a portion, or all of the costs related to this proposal through their Category Z Management Costs projects. Per FEMA's Public Assistance Management Cost Policy, activities eligible as management costs include those related to developing eligible PA projects and receiving reimbursement. These activities may include but are not limited to:
 - Preliminary damage assessments
 - Meetings regarding the PA Program or overall PA damage claim
 - Organizing PA damage sites into logical groupings
 - Preparing correspondence
 - Site Inspections
 - Travel expenses
 - Developing the detailed site-specific damage descriptions (DDD)
 - Evaluation Section 406 hazard mitigation measures
 - Preparing small and large projects
 - Reviewing PWs
 - Collecting copying, filing, or submitting documents to support a claim
 - Requesting reimbursement of PA funds
 - Training

INVOICE AND PAYMENT:

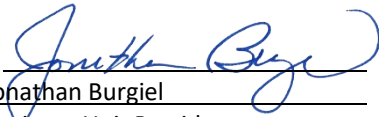
Monthly Invoices -- Invoices are to be emailed to:

To: EMA Director, aburden@augustaga.gov
 Copy: Finance Director, tschroer@augustaga.gov
 Copy: Administrator, allen@augustaga.gov

Payment terms are Net 30 days -- Payments are to be mailed to:

Tetra Tech, Inc.
 PO Box 911642
 Denver, CO 80291-1642
 Email brad.wesolowski@tetrattech.com

APPROVED BY:
Tetra Tech, Inc.

Signature: 
Name: Jonathan Burgiel
Title: Business Unit President

Augusta, Georgia

Signature: _____
Name: _____
Title: _____



Pension & Audit Committee Meeting

February 18, 2025

Application for Determination

Department:	N/A
Presenter:	N/A
Caption:	Authorize application for determination for adopters of modified non-standardized pre-approved plan. The most recently approved restatement of the GMEBS plan II includes provisions that are not part of the standard (pre-approved) GMEBS basic plan document, adoption agreement and addendum. Because the addendum contains non- standard plan provisions, Augusta must obtain an separate determination letter from the IRS addressing the addendum.
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



Commission Meeting

February 18, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of February 4, 2025 Commission Meeting minutes.
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



Commission Meeting

February 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Chip Matson to the Historic Augusta Preservation Commission representing District 3. (Requested by Commissioner Catherine McKnight)
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 Catherine Smith-McKnight
Sent: Wednesday, February 12, 2025 3:52 PM
To: Lena Bonner
Subject: HPC Appointment

Ms Bonner,

Please add Chip Matson to Tuesday's agenda to serve on HPC as my appointment.

Thank you,

Commissioner Rice

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AED:104.1



Commission Meeting

February 18, 2025

MOU with Augusta Canal Authority

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve entering Memorandum of Understanding (MOU) with Augusta Canal Authority for installation and construction of a pedestrian trail and bridge along/over the Augusta Canal to create opportunities for greater access to Public Levee Trail. Also, authorize Mayor to sign attached MOU document. (Requested by the Augusta Canal Authority)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

Meeting Date: February 18, 2025

Memorandum of Understanding with Augusta Canal Authority

Augusta Canal Walking Bridge Design & Construction Project

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve entering Memorandum of Understanding (MOU) with Augusta Canal Authority for installation and construction of a pedestrian trail and bridge along/over the Augusta Canal to create opportunities for greater access to Public Levee Trail. Also, authorize Mayor to sign attached MOU document.
Background:	Georgia Legislators included \$500,000 in GDOT amended FY2024 budget for partially funding construction of Pedestrian Bridge over Augusta Canal in the vicinity of Lake Warren. At present there is no connection to the Canal Trail from the River Watch side of the canal. The concept is to create a walking trail along recently dredged Lake Warren and connect it to the Canal Trail (located at opposite bank of the canal) by constructing the pedestrian bridge over the Augusta Canal. Concept development and funding efforts are led by an Augusta State Representative. Completing this trail including bridge preliminary estimated cost is around \$2 million.
Analysis:	Partnering with Augusta Canal Authority will be a more cost-effective approach, and MOU would allow this organization to extend its River Levee Trail thereby increasing the opportunities for recreation for the citizens of Augusta, as well as citizens of surrounding communities. Construction of proposed Trail provides West Service Area of Augusta direct connectivity to the Augusta Canal Trail system. It will have beneficial quality of life and economic growth impact. The project will be constructed in phases and the Canal Authority requests initial funding for completing Phase 1 tasks that primarily consist of concept & easements plan development.
Financial Impact:	The project has \$500,000.00 allocation from the State of Georgia. Augusta, Georgia received these funds through GDOT LMIG Program. Funds in amount of \$288,900.00 are available from \$500,000.00 received amount to support the project Phase 1 tasks as proposed by the Canal Authority.
Alternatives:	Do not approve and identify alternative way to complete the project.

Recommendation: Approve entering Memorandum of Understanding (MOU) with Augusta Canal Authority for installation and construction of a pedestrian trail and bridge along/over the Augusta Canal to create opportunities for greater access to Public Levee Trail. Also, authorize Mayor to sign attached MOU document.

Funds are available in the following accounts: GA State funding through GDOT LMIG Program
335-041110-54.14210

REVIEWED AND
APPROVED BY:

2:29

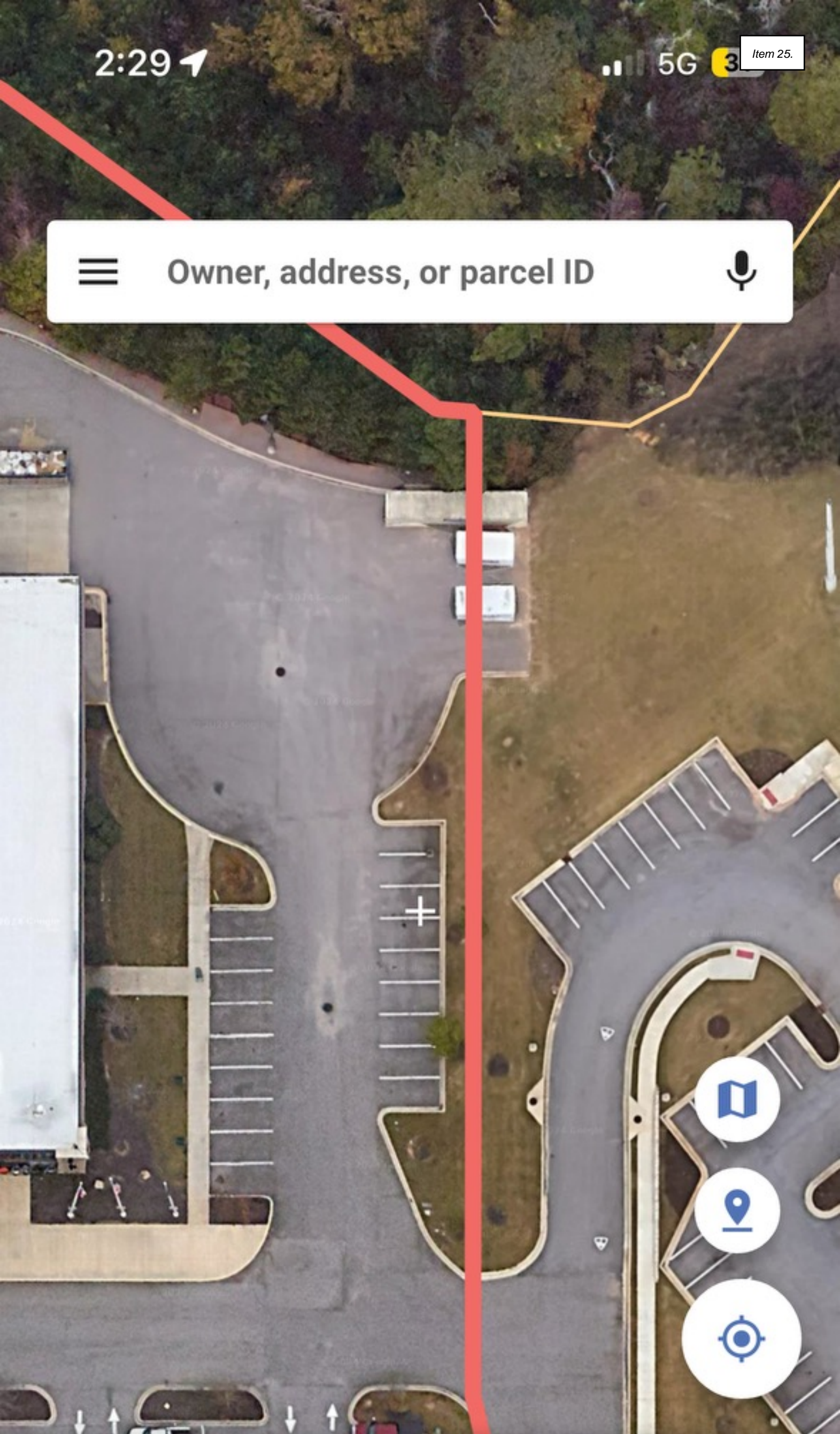
5G

3

Item 25.



Owner, address, or parcel ID



STORE MASTER FUNDING XIII LLC

Owner

833 Cabela

Address

008-2-001-00-0

Parcel ID

Item 25.



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy shown on this map. It is strictly for informational purposes and is not to be reproduced these data for any reason without the consent of the Augusta

www.augustaga.gov/gis | gis@augustaga.gov

Print Date
Apr 9, 2024

383

STATE OF GEORGIA)
)
 RICHMOND AUGUSTA)

MEMORANDUM OF UNDERSTANDING
 REGARDING
 RIVERWATCH TRAIL & BRIDGE PROJECT

This AGREEMENT made and entered into this ____ day of _____, 2025, between Augusta, Georgia, acting by and through the Augusta Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), and the Augusta Canal Authority, a public body corporate and politic of the State of Georgia, (hereinafter referred to as the “Authority”).

WITNESSETH:

WHEREAS, the Authority has determined that the installation and construction of a pedestrian trail and bridge along the canal near Topgolf Way (the “Project”) would provide additional and greater access to the Authority’s Public River Levee Trail thereby increasing the opportunities for recreation for the citizens of Augusta, as well as citizens of surrounding communities; and

WHEREAS, the design and construction of the Project is intended to be performed in two phases: the first phase consisting of professional engineering and landscape architectural design (hereinafter referred to as “PE Phase”) and a second phase consisting of project construction (hereinafter referred to as “CST Phase”); and

WHEREAS, it will be necessary to acquire an ingress/egress easement for accessing the Project (the “Easement”); and

WHEREAS, the estimated cost of the PE Phase and CST Phase is \$2,849,868.00; and

WHEREAS, the State of Georgia has provided partial funding for the Project in the amount of \$500,000.00 through the Georgia Department of Transportation (“GDOT”), and GDOT has released these funds to Augusta under GDOT’s Local Maintenance Improvement Grant program (the “Grant”); and

WHEREAS the Grant proceeds are now available for the Project; and

WHEREAS, the Augusta Commission desires to contract with Authority to begin Phase I and acquire the Easement, with any excess grant funds being applied to Phase II upon the balance of any required funds to complete the Project becoming available.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

1. Augusta agrees to appropriate the sum of up to \$288,900.00 to Authority for the purpose of undertaking Phase I of the Project, such sums to be expended as provided in the Phase I Project Budget, as shown in Exhibit A hereto.

2. Authority agrees that any funds that it may receive pursuant to this Agreement solely and exclusively for Phase I and acquisition of the Easement.

3. In consideration of the disbursement of said funds, Authority shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

- a) Authority shall only use the proceeds in connection with the capital outlay project described in this Agreement and no other; and
- b) Authority covenants not to use said monies as part of its maintenance and operation budget; and
- c) Authority shall provide Augusta with the final Phase I report, easement final plats, final construction plans and associated studies/documents, of payment invoices and proof of payment.

4. Authority acknowledges that the projects must be used for the construction of a project that benefits the citizens of Augusta, open to the public, and comports to the rules and restrictions imposed by the State of Georgia in the grant.

5. Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of Authority and the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws. Official representatives of Augusta may inspect the official records of Authority, which relate to this project, at reasonable times and upon reasonable notice to Authority.

6. Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

7. This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

IN WITNESS WHEREOF, Augusta and Authority have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

Augusta, Georgia

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Seal

Augusta Canal Authority

By: _____
As its _____

ATTEST:

As its _____



Commission Meeting

February 18, 2025

Legislative Delegation for Chairperson of Richmond County Board of Elections

Department: N/A

Presenter: N/A

Caption: Consider the following recommendations from the Augusta-Richmond County Legislative Delegation for Chairperson of the Richmond County Board of Elections.

1. Lynn Bailey

2. Eugene Beverly

3. Mary Jones

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

ENROLLMENT

Mar 15, 1973

The Committee of the House on Auditing, Enrolling, Engrossing and Journals has examined the within and finds the same properly enrolled.

Mauldin of 13th
Chairman

Geo. Smith II
Speaker of the House

Sharon W. Reed
Clerk of the House

Lydia M. Roberts
President of the Senate

Hamilton M. Whortoft
Secretary of the Senate

Received [Signature]
Secretary, Executive Department

This 15th day of MARCH 1973

Approved [Signature]
Governor

This 16th day of MARCH 1973

H. B. No. 764 Act No. 59

General Assembly



AN ACT

To provide for a board of elections in certain counties (population of not less than 145,000 and not more than 165,000); and for other purposes.

IN HOUSE

Read 1st time Feb. 20, 1973

Read 2nd time Feb. 21, 1973

Read 3rd time Feb. 26, 1973

And Passed

Ayes 105 Nays 0

[Signature]
Clerk of the House

IN SENATE

Read 1st time Feb. 27, 1973

Read 2nd time Apr. 13, 1973

Read 3rd time May 14, 1973

And Passed

Ayes 44 Nays 0
[Signature]
Secretary of the Senate

Messrs. Beckham of the 82nd,
Miles of the 79th, Dent of
the 78th, Connell of the
80th, Mulherin of the 81st,
Sams of the 83rd

AN ACT

To provide for a board of elections in certain counties; to define its powers and duties concerning primaries and elections and the registration of electors; to provide a method for appointment, resignation and removal of its members; to provide for the qualifications and terms of its members; to provide for a chairman, clerical assistance and other employees; to provide for compensation for such persons and the members of the board; to abolish the Board of Registrars in such counties; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

Section 1. There is hereby created in each county of this State having a population of not less than 145,000 and not more than 165,000 according to the 1970 United States decennial census, or any such future census, a board of elections which shall have jurisdiction over the conduct of primaries and elections and the registration of electors in such counties.

Section 2. The board of elections in such counties shall be composed of five members, each of whom shall be an elector and resident of the county, and who shall be selected in the following manner:

(a) Two members shall be appointed by the county executive committee of the political party whose candidates, at the last preceding general election, received the largest number of votes in this State for members of the General

Assembly, and two members shall be appointed by the county executive committee of the political party whose candidates at such election received the next largest number of such votes. The initial appointments of such members shall be made by each party for two and four years, respectively. Thereafter, all appointments shall be for terms of four years and until their successors are duly appointed.

(b) The fifth member shall be appointed from a list of three names submitted by the members of the General Assembly representing such counties to the governing authority of each such county for a term of office of four years and until his successor is duly appointed. The member appointed by the governing authority shall be the chairman of the board of elections.

Section 3. No person who holds elective public office shall be eligible to serve as a member during the term of such elective office, and the position of any member shall be deemed vacant upon such member qualifying as a candidate for elective public office.

Section 4. The appointment of each member shall be made by the respective appointing authority filing an affidavit with the Clerk of the Superior Court, no later than thirty (30) days preceding the date at which such member is to take office, stating the name and residential address of the person appointed and certifying that such member has been duly appointed as provided in this Act. The Clerk of the Superior Court shall record each of such certifications on the minutes of the Court and shall certify the name of each such member to the Secretary of State and provide for the issuance of appropriate commissions to the members and chairman, within the same time and in the same manner as provided by law for registrars.

Section 5. Each member of the board shall be eligible to succeed himself for one term and shall have the right to resign at any time by giving written notice of his resignation to the respective appointing or electing authority and to the Clerk of the Superior Court, and shall be subject to removal from the board at any time, for cause after notice and hearing, in the same manner and by the same authority as provided for removal of registrars.

Section 6. In the event a vacancy occurs in the office of any member before the expiration of his term, by removal, death or resignation, or otherwise, the respective appointing authority shall appoint a successor to serve the remainder of the unexpired term. The Clerk of the Superior Court shall be notified of interim appointments and record and certify such appointments, in the same manner as the regular appointment of members.

Section 7. The first members of the board under this Act shall take office on April 1, 1973. Before entering upon his duties, each member shall take substantially the same oath as required by law for registrars and shall have the same privileges from arrest.

Section 8. Each board of elections shall: (a) with regard to the preparation for conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the Ordinary pursuant to Title 34 of the Code of Georgia, as now or hereafter amended, and/or any other provision of law.

(b) with regard to the registration of electors, succeed to and exercise all of the powers, duties and responsibilities granted to and incumbent upon the Board of Registrars in such counties pursuant to Title 34 of the Code

of Georgia, as now or hereafter amended, or any other provision of law.

Section 9. The board shall be responsible for the selection, appointment and training of poll workers in elections, and such workers shall be appointed, insofar as practicable, from lists provided the board by the county executive committee of each political party. The board shall be authorized to employ not less than two full-time employees and such other employees as the governing authority shall approve. There shall also be authorized a full-time executive director whose initial appointment shall be made by the governing authority. Subsequent appointment of the executive director shall be made by the board of elections.

Section 10. Upon the effective date of this Act, the Ordinary and the Board of Registrars in such counties shall be relieved from all powers and duties to which the board of elections succeeds by the provisions of this Act and they shall deliver thereafter to the chairman of the board, upon his written request, the custody of all equipment, supplies, materials, books, papers, records and facilities of every kind pertaining to such powers and duties. Also, at such time, the Board of Registrars in such counties shall be abolished.

Section 11. The chairman of the board of elections shall be the chief executive officer of the board of elections and shall generally supervise, direct and control the administration of the affairs of the board of elections pursuant to law and duly adopted resolutions of the board of elections. The board of elections shall fix and establish by appropriate resolution entered on its minutes, directives

governing the execution of matters within its jurisdiction.

Section 12. The compensation of the executive director, clerical assistants and other employees of the board shall be such as may be fixed by the governing authority. The members of the board of elections, not including the chairman, shall receive for each day of service the sum of \$10.00. The chairman shall receive the sum of \$20.00 for each day of service for the board. No member of the board shall receive pay for more than 60 days' service every two years, such period of time to be calculated from April 1, 1973, and for every two-year period thereafter. Such compensation shall be paid wholly from county funds.

Section 13. The governing authority of the county shall provide the board with proper and suitable offices.

Section 14. The board of elections shall have the authority to contract with any municipality located within the county for the holding of any primary or election by the board to be conducted within the municipality.

Section 15. The words "election", "elector", "political party", "primary", "public office", "special election", and "special primary" shall have the same meaning ascribed to those words by Code Section 34-103 of the Code of Georgia of 1933, as amended, unless otherwise clearly apparent from the text of this Act.

Section 16. The effective date of this Act shall be April 1, 1973.

Section 17. All laws and parts of laws in conflict with this Act are hereby repealed.

H. B. No. 764

- 5 -

Lena Bonner

From: Prince, Brian <Brian.Prince@house.ga.gov>
Sent: Wednesday, February 5, 2025 4:00 PM
To: Lena Bonner; Jasmine Sims
Cc: Lynn Gladney; Travis Doss
Subject: [EXTERNAL] ARC Election Board Chairperson

Ms Bonner and Ms Sims,

The legislative delegation submit the following names for chairperson of the ARC election committee for the commission's consideration:

Lynn Bailey
Eugene. Beverly
Mary Jones

The current chairperson (Mr Tim McFall) rotates off in March 2025.

Please pass to the commission for consideration.

Any questions please contact me.

Thanks

BP

Sent from my iPhone

[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.]

UPDATE: 08/18/23

NAME OF BOARD

BOARD OF ELECTIONS

Members

Expires

Timothy McFalls, **Chairman**

3/31/25

Betty Reece

3/31/23

Democratic Appt.

Marcia Brown

3/31/25

Democratic Appt.

Sherry Barnes

3/31/19

Republican Appt.

Isaac McAdams

3/31/25

Republican Appt.

Meeting Date: Quarterly January, April, July & October at 6:00 P.M.

Where: Elections Office, Municipal Building.

Contact: Travis Doss, Executive Director at 706-821-2340.

Function: Conduct primaries, elections and the registration of elections

Created: Ga. Law 1973, p. 2283 section 1, Ga., Laws 1982, p. 4321

General Information:

Two (2) members appointed by Democratic Party

Two (2) members appointed by Republican Party

One (1) member appointed by Augusta Commission from a list of three names submitted by the Legislative Delegation and shall serve as its chairman.

**Commission Meeting**

February 18, 2025

HB 581

Department:	Administrator
Presenter:	N/A
Caption:	Discuss and approve path forward for HB 581 (Floating Homestead Tax Exemption).
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



Commission Meeting

February 18, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A