ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, November 10, 2026
1:10 PM

ENGINEERING SERVICES

1. Motion to approve authorization of a grant agreement and funding acceptance under the Community Grant Program – State and Tribal Assistance Grants (STAG) between U.S. EPA and Augusta, Georgia for the Travis / Boykin Rd. Sanitary Sewer and Waterline Replacement Project for the water and sanitary sewer infrastructure of Augusta, Georgia.
2. Approve entering into an agreement with Central of Georgia Railroad Company, stating that Augusta, GA will pay for the Road Improvements (crossing and signal improvements) on the Willis Foreman Road Improvements Project (GDOT PI#0013703) in accordance with the estimate totaling $933,650.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor / AE
3. Approve supplement funds (SA1) for construction contract supplement to The Reeves Construction Company in the amount $113,000 for Jones Alley Improvement project. AE/ Bid 26-128 (26ENG145)
4. Approve proposal to amend the current Construction Contract with Shearer-Mutimer Construction LLC to include multiple works within the scope of the construction being performed in the currently active for the Augusta Reservoir Dams Improvements Project in the amount of $445,848.00 via Change Order. (26AUA162)
5. Motion to **approve** the minutes of October 27, 2026 Engineering Services Committee Meeting.

Engineering Services Committee Meeting

Meeting Date: 11/10/2026

EPA Community Grant Program - State and Tribal Assistance Grants (STAG) Notice of Award and Grant Agreement for a Drinking Water and/or Clean Water Project for Sewer and Waterline Replacement identified as the Travis / Boykin Road Sanitary Sewer and Waterline Replacement Project in Augusta, Georgia

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Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Motion to approve authorization of a grant agreement and funding acceptance under the Community Grant Program – State and Tribal Assistance Grants (STAG) between U.S. EPA and Augusta, Georgia for the Travis / Boykin Rd. Sanitary Sewer and Waterline Replacement Project for the water and sanitary sewer infrastructure of Augusta, Georgia.
Background:	Congress appropriates resources for specifically named community water infrastructure projects identified as Congressionally Directed Spending (CDS) and Community Project Funding (CPF) items (Community Grants) in Appropriations Acts. Funding is provided in the State and Tribal Assistance Grants (STAG) account for these drinking water, wastewater, stormwater infrastructure, and water quality protection Community Grants projects. This grant funding will benefit Augusta by providing new sanitary sewer and replacing water lines as directed in the 2022 Consolidated Appropriations Act to improve water quality and drinking water reliability.
Analysis:	Augusta Utilities Department has been awarded an 80%/20% cost-share grant funding through the Community Grant Program in the amount of $3,888,000.00. The grant funds will support the installation of 8,540 linear feet of sanitary sewer and water lines and provide sanitary sewer cleanouts and water services for residential connection and service improvements for the residents of Augusta, Georgia.
Financial Impact:	This cost-share grant is in the amount of $3,888,000.00. AUD will match their 20% portion with $972,000.00 of funding. Total project cost: $4,860,000.00.
Alternatives:	N/A
Recommendation:	Approve submission of the grant agreement.
Funds are available in the following accounts:	Local match from G/L 507043490-5425410, J/L 81500100-5425410
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Mitchell O'Neal, P.E.
Interim Assistant Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Mitchell O'Neal, P.E.
Interim Assistant Director, Utilities Department

DATE: October 27, 2026

SUBJECT: Travis / Boykin Rd. Sanitary Sewer and Waterline Replacement Project Grant

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The Augusta Utilities Department is requesting authorization for approval of a grant agreement and funding acceptance under the Community Grant Program – State and Tribal Assistance Grants (STAG) between U.S. EPA and Augusta, Georgia for the Travis / Boykin Rd. Sanitary Sewer and Waterline Replacement Project for the water and sanitary sewer infrastructure of Augusta, Georgia.

Congress appropriates resources for specifically named community water infrastructure projects identified as Congressionally Directed Spending (CDS) and Community Project Funding (CPF) items (Community Grants) in Appropriations Acts. Funding is provided in the State and Tribal Assistance Grants (STAG) account for these drinking water, wastewater, stormwater infrastructure, and water quality protection Community Grants projects. This grant funding will benefit Augusta by providing new sanitary sewer and replacing water lines as directed in the 2022 Consolidated Appropriations Act to improve water quality and drinking water reliability.

Augusta Utilities Department has been awarded an 80%/20% cost-share grant funding through the Community Grant Program in the amount of $3,888,000.00. The grant funds will support the installation of 8,540 linear feet of sanitary sewer and water lines and provide sanitary sewer cleanouts and water services for residential connection and service improvements for the residents of Augusta, Georgia. AUD will match their 20% portion with $972,000.00 of funding. Total project cost: $4,860,000.00.

Available funds for said 20% portion of $972,000.00 are available in G/L 507043490-5425410, J/L 81500100-5425410.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 06D01126 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 07/15/2026
TYPE OF ACTION: New	**MAILING DATE** 07/20/2026
PAYMENT METHOD: ASAP - EPA Prior Approval	**ACH#**

RECIPIENT TYPE: Municipal	**Send Payment Request to:** R04-Community-Grants@epa.gov
RECIPIENT:	**PAYEE:**
AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 Telfair Street Suite 800 AUGUSTA, GA 30901-4443 **EIN:** 58-2204274	AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 Telfair Street Suite 800 AUGUSTA, GA 30901-4443

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Wes Bynn 452 Walker Street, Suite 800 Augusta, GA 30901 **Email:** wbyne@augustaga.gov **Phone:** 706-834-7936	Karen Waterbury 61 Forsyth St. SW Atlanta, GA 30303-8960 **Email:** Waterbury.Karen@epa.gov **Phone:** 404-562-8382	Yolande Miller Grants Management Section 61 Forsyth St. SW Atlanta, GA 30303-8960 **Email:** Miller.Yolande@epa.gov **Phone:** 404-562-9717

PROJECT TITLE AND DESCRIPTION

Augusta-Richmond County for a Drinking Water and/or Clean Water Project for Sewer and Waterline Replacement

This action provides funding in the amount of $3,888,000 to assist the Augusta-Richmond County, Georgia to support the implementation of its project to provide new sanitary sewer and replace water lines as directed in the 2022 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project.
The activities to be performed include the execution and implementation of a drinking water and wastewater infrastructure construction project. Workplan activities consist of installing new sanitary sewer and replacing water lines.The anticipated deliverables include installation of 8,540 linear feet of sanitary sewer and water lines; installation of 140 sanitary sewer cleanouts; installation of 31 sanitary sewer manholes; installation of 20 water valves; installation of 15 fire hydrants; installation of 140 new water services; and removal of 10 old fire hydrants. The expected outcomes include improved water quality in the area by installing sanitary sewer to allow residents to get off aging or failing private septic systems and improved reliable drinking water by replacing substandard drinking water lines. The intended beneficiaries include residents of Augusta-Richmond County, Georgia.

No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2026 - 12/31/2027	10/01/2026 - 12/31/2027	$ 4,860,000.00	$ 4,860,000.00

NOTICE OF AWARD

Based on your Application dated 11/18/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 3,888,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 3,888,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth St. SW Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 07/15/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 3,888,000	$ 3,888,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 972,000	$ 972,000
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 4,860,000	$ 4,860,000

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2022 Consolidated Appropriations Act (PL 117-103)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2604WGG100	25	E5C	0422CCP	000B80	4192	-	-	$ 3,888,000
									$ 3,888,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 4,860,000
8. Other	$ 0
9. Total Direct Charges	$ 4,860,000
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 20.00 % Federal 80.00 %)	$ 4,860,000
12. Total Approved Assistance Amount	$ 3,888,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 3,888,000
15. Total EPA Amount Awarded To Date	$ 3,888,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

•Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Miller.Yolande@epa.gov

•All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: the Project Officer, Karen Waterbury at Waterbury.Karen@epa.gov and the Grants Management Specialist, Yolande Miller at Miller.Yolande@epa.gov

•Payment requests (if applicable): the Project Officer, Karen Waterbury at Waterbury.Karen@epa.gov

•Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:the Project Officer, Karen Waterbury at Waterbury.Karen@epa.gov

B. New Recipient Training Requirement

The recipient agrees to complete the EPA Grants Management Training for Applicants and Recipients and the How to Develop a Budget training within **90** calendar days of the date of award of this agreement, by **10/14/2026.** The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to RAIN-2024-G01.

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at https://www.epa.gov/grants/epa-grantee-forms. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-Grants@epa.gov, the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U. S. Treasury's Automated Standard Application for Payment (ASAP) system for 80**%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the EPA General Terms and Conditions applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •Meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA	

agreement.•Reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. •Be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed. •Contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – If applicable, approved fringe rate or actual costs per employee.	A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – Must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. Refer to the "Indirect Cost Rate Agreements" in the General Terms and Conditions for additional information.	A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.

4. TRAVEL Note: First class/business class travel costs are not allowable.	• Listing of trips taken, trip dates, location, purpose, and actual costs incurred.• Copy of signed and dated authorization documents for each trip. • Written certification by employee's supervisor or other authorized official that the trip took place.• Copies of signed and dated travel vouchers showing actual expenditures.
5. EQUIPMENT – Records must show equipment items, quantity, unit cost, and total amount consistent with the Purchase Order and Request For Proposal.	• Copies of procurement documentation, including quotes or bid announcements as required (unless already provided to the EPA).• Copies of vendor invoices.• Copies of sufficient AIS/BABA manufacturer certification letters, or documentation of appropriate waiver coverage, if applicable.
6. SUPPLIES	• Invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.• Copies of procurement requests.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.
7. CONTRACTUAL As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.Contracts for Architectural and Engineering services are included in this category.The costs for consultant	• Solicitation documents (e.g., requests for proposals or requests for qualifications, as applicable).*• Evidence of the selection decision and a cost and price analysis, as applicable.*• Copies of contractor invoices*(unless previously provided to the EPA)

compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10.More information is found in the General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2)	
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103. More information is found in the General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2). As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.	• Solicitation documents (e.g., requests for proposals or quotes).*• Evidence of the selection decision and a cost and price analysis.*• Copies of contractor and vendor invoices.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.* (unless previously provided to the EPA)
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided to the EPA (unless already provided). The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• Copies of procurement requests. *• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.• Quotes or bid announcements, as required.• Documentation of participant support cost payments approved in the budget.• Cost Calculations/Allocations of shared

	costs like rent, utilities, etc. * (unless previously provided to the EPA)

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reports

Content

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

Frequency

Semi-Annual: The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer. Semi-annual reports are due within 30 days after the reporting period (every six-month period) as described below.

PERIOD ENDING	SEMI-ANNUAL DUE DATES
October 1 – March 31	April 30
April 1 – September 30	October 30

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including but not limited to: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior written approval in accordance with 2 CFR Part 200, Subpart E, as applicable; the

transfer of funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the authorized Agency Award Official or Grants Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities. This term and condition supplements the requirements in the “Access to Records” General Term and Condition.

Procurement Document Submission

1. With the exception of projects that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P.L. 119-74) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over the simplified acquisition threshold as defined in 2 CFR 200.1 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the selected responsive and responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package should include, as applicable and at minimum, a bid tabulation, a copy of the proof of advertising, the bid bond of the selected bidder, the Disadvantaged Business Enterprises proposed consideration by the bidder with a statement from the recipient that the efforts taken by the selected bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the selected bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements as applicable, including 40 U.S.C. 1101 et seq. *(the Brooks Act) or an equivalent State qualifications-based*

procurement requirement; 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33.

(2) Recipients that qualify for the procurement flexibility discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract(s) and/or contract amendment(s).

(3) All recipients, to include those that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P.L. 119-74) discussed below in term and condition D. Procurement, must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2026 Consolidated Appropriations Act (P.L. 119-74), which was signed into law on January 23, 2026, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2024) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to January 23, 2026; and
- complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

In order to request coverage for the procurement flexibility, the recipient must provide a written statement to the EPA Project Officer affirming any contracts (and/or contract amendments) entered into prior to January 23, 2026, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts (and/or contract amendments) were entered. The contract (and/or contract amendment) will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(a)(1) Contract Amendments after January 23, 2026, and FY 2026 Procurement Flexibility

Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2026 Appropriations Acts) may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after January 23, 2026, if the recipient has:

(i) procured services or products (e.g., supplies and equipment) through contracts entered into prior to January 23, 2026;

(ii) entered into said contracts in compliance with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and

(iii) complied with state and/or local laws relating to contract amendments as applicable.

In order to request coverage for the procurement flexibility for contract amendments after January 23, 2026,the recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to January 23, 2026, and contract amendments after that date, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into . The contract and contract amendment will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibility discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: 40 U.S.C. 1101 *et seq.* *(the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33. This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

This T&C applies to Community Grants projects with activities that are considered Clean Water State Revolving Fund (CWSRF) eligible, as described in EPA's Overview of CWSRF Eligibilities paper. This includes: construction of publicly owned treatment works; implementation of a management program established under section 319 of the Clean Water Act (CWA); development and implementation of a conservation and management plan under section 320 of the CWA; construction, repair, or replacement of decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage; measures to manage, reduce, treat, or recapture stormwater or subsurface drainage water; measures to reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse; development and

implementation of watershed projects meeting the criteria set forth in section 122 of the CWA; measures to reduce the energy consumption needs for publicly owned treatment works; reusing or recycling wastewater, stormwater, or subsurface drainage water; measures to increase the security of publicly owned treatment works; providing assistance to owners and operators of small and medium publicly owned treatment works to plan, develop, and obtain financing for eligible projects under this subsection, including planning, design, and associated preconstruction activities; and assisting such treatment works in achieving compliance with the CWA; providing assistance to an eligible individual for the repair or replacement of existing individual household decentralized wastewater treatment systems; or in a case in which an eligible individual resides in a household that could be cost-effectively connected to an available publicly owned treatment works, connection of the applicable household to such treatment works.

Further, and consistent with 33 U.S.C. §1382(b)(4), this T&C applies only if the following activities are involved, "program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services shall be negotiated in the same manner as a contract for architectural and engineering services."

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in 40 U.S.C. 1101 et seq., or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
- Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
- In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq.* apply.

(d) All recipients, to include those that qualify for the procurement flexibility discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), FY 2024 Consolidated Appropriations Act (Pub. Law 118-42), and FY 2026 Consolidated Appropriations Act (Pub. Law 119-74) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grant recipient receiving a Community Grants project. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order

to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of External Affairs, the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to the EPA Office of External Affairs and include the EPA Project Officer in the communication; contact information can be found at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project

- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

• Name of facility, project, and community

• Project was wholly or partially funded with EPA funding

• Brief description of the project

• Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project

type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance. For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

I. American Iron and Steel (AIS)

AIS requirements apply to this award agreement based on the directive Congressional language in the FY 2022, FY 2023, FY 2024, and FY 2026 Consolidated Appropriations Acts (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"). AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions**.**

(a) Definitions.

For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

(b) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions under the Water Programs section athttps: //www.epa.gov/baba/build-america-buy-america-baba-epa-programs.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/baba/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds, as well as the source of any additional federal funds, if any;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured

products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(c) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g., miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If the recipient seeks coverage under an existing general applicability BABA waiver, the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, the EPA has issued a categorical exclusion for this project in accordance with provisions in 40 CFR Part 6. If the scope of the project changes, the recipient understands that additional environmental review may be necessary. If the EPA determines that a categorical exclusion is no longer appropriate for this project because of a change in project scope, then the recipient agrees to submit information necessary for the EPA to prepare an environmental assessment and issue a Finding of No Significant Impact, as appropriate.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program
b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328);
- Consolidated Appropriations Act, 2024 (P.L. 118-42); and

- Consolidated Appropriations Act, 2026 (P.L. 119-74)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities**: Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities**: Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

> **“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants**

b. After Award of Contract:

i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request

additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Operation and Maintenance

The recipient agrees that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

• Land - Permanent

• Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years

• Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

• Wastewater and Drinking Water Process Equipment - 15 years

• Auxiliary Equipment - 10 years

Engineering Services Committee Meeting

Meeting Date: November 10, 2026

Willis Foreman Road Improvements Project

Roadway Railroad Crossing Improvements-NFS Construction Agreement

GDOT Project Number: PI#0013703

File Reference: 26 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve entering into an agreement with Central of Georgia Railroad Company, stating that Augusta, GA will pay for the Road Improvements (crossing and signal improvements) on the Willis Foreman Road Improvements Project (GDOT PI#0013703) in accordance with the estimate totaling $933,650.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor / AE
Background:	This project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. Project Improvements includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and street lights. Project also includes roadway improvements within Central of Georgia Railroad (RAILWAY) right-of-way (railroad crossing and railroad signal).
Analysis:	The Willis Foreman Road Improvements Project will require that Central of Georgia Railroad improve roadway railroad crossing and relocate railroad signal and Augusta would be required to enter into an agreement that Augusta will pay the estimated amount of $933,650.00. This is a cost that is required to be paid by the Augusta, GA to complete needed improvements within railroad right of way.
Financial Impact:	Project is blended funded project by federal and TIA with local funds match by the project SPLOST funds. Funds in amount of $933,650 are available in project construction funds.
Alternatives:	Do not approve and abandon the project.

Recommendation:	Approve entering into an agreement with Central of Georgia Railroad Company, stating that Augusta, GA will pay for the Road Improvements (crossing and signal improvements) on the Willis Foreman Road Improvements Project (GDOT PI#0013703) in accordance with the estimate totaling $933,650.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor.
Funds are available in the following accounts:	**($933,650) –** 340041110-52.12115 Project Construction Funds
REVIEWED AND APPROVED BY:	HM/**sr**

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

CENTRAL OF GEORGIA RAILROAD COMPANY, a wholly owned subsidiary of Norfolk Southern Railway Company, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (together, "RAILWAY"); and AUGUSTA, , GEORGIA a political subdivision of the State of Georgia, whose mailing address is 535 Telfair Street, Suite 910. Augusta, Georgia 30901 ("LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to widen and make improvements to the Willis Forman Road (DOT# 734144H) (the "Facilities"), in the vicinity of RAILWAY Milepost GF-238.41, at or near Hephzibah, Georgia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, upon RAILWAY's written approval of the final project plans, with preliminary plans and specifications included herein and marked as Exhibit B, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way at the Premises for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement (the "Proposed Work"), and in accordance with the final approved plans and specifications; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE without compensation, the temporary and non-exclusive right to enter upon the Premises for the purpose of installation, construction, maintenance, operation and removal of the Facilities. It is intended that this temporary right to enter is granted for the sole benefit of LICENSEE, and only for entry on the Premises, as needed to perform, conduct, inspect, and observe the Proposed Work. Prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance or statement of self-insurance as required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion. The temporary right to enter granted by this provision is limited to the Premises as shown on the attached Exhibit A attached hereto and made a part hereof. RAILWAY specifically does not grant to LICENSEE the right to install and/or modify or the authorization for others to install and/or modify any electric, water, sewer, storm sewer, gas, telecommunication line, cable or any fiber optic cable, or other facilities across, on, over, under, or along the Premises or any property of RAILWAY.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation, and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. Upon RAILWAY's written approval of the final plans and specifications, LICENSEE shall construct and maintain the Proposed Work, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY

Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Without limiting the foregoing, LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with roadway worker protection regulations, as may be applicable to their work. For purposes of clarity, any maintenance, repair, or renewal work conducted after the initial construction of the Facilities that requires access to or otherwise affects RAILWAY's right of way or operations will be subject to an appropriate right of entry agreement for such work and nothing in this Agreement grants access rights absent such further agreement on scope and specifications for such access.

4. Indemnification.

(a) LICENSEE hereby agrees to indemnify and save harmless, or agrees to require that its contractor indemnify and save harmless, RAILWAY from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring (collectively or individually, "Damages") that arise or in any manner grow out of (i) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (ii) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

(b) LICENSEE hereby agrees to indemnify and save harmless, or agrees to require that its contractor indemnify and save harmless, RAILWAY from and against any and all Damages that arise or in any manner grow out of the installation, construction, maintenance, operation, and removal of the Facilities on the Premises and/or the presence of LICENSEE, its employees, agents, and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY caused or contributed to said Damages in whole or in part.

(c) If the agreement to indemnify against the indemnified party's sole negligence as provided for herein is invalid under the law applicable to enforcement of this Agreement, then in that event LICENSEE agrees to require that its contractor indemnify and save harmless, RAILWAY from and against any and all Damages that arise or in any manner grow out of the installation, construction, maintenance, operation, and removal of the Facilities on the Premises and/or the presence of LICENSEE, its employees, agents, and/or contractors on or about the Premises, even if such Damages are caused or contributed to by RAILWAY except if such Damages are caused solely by the negligence of RAILWAY.

(d) If the agreement to indemnify against the indemnified party's negligence as provided for herein is invalid under the law applicable to enforcement of this Agreement, then in that event LICENSEE agrees to require that its contractor indemnify and save harmless, RAILWAY from and against any and all Damages that arise or in any manner grow out of the installation, construction, maintenance, operation, and removal of the Facilities on the Premises and/or the presence of LICENSEE, its employees, agents, and/or contractors on or about the Premises, except to the extent that any such Damages are caused or contributed to by the negligence of the RAILWAY.

5. Environmental Matters.

(a) LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation, construction, maintenance, operation, and removal of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's operations on or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities.

(b) LICENSEE agrees to require that its contractor indemnify and hold harmless, RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities (collectively, "Environmental Damages"), regardless of whether negligence on the part of RAILWAY caused or contributed to said Environmental Damages

in whole or in part. If the agreement to indemnify against the indemnified party's sole negligence is invalid under the law applicable to enforcement of this Agreement, then in that event LICENSEE agrees to indemnify and save harmless or to require that its contractor indemnify and hold harmless, RAILWAY from and against any and all Environmental Damages, even if such Environmental Damages are caused or contributed to by RAILWAY, except if such Environmental Damages are caused solely by the negligence of RAILWAY. If the agreement to indemnify against the indemnified party's negligence is invalid under the law applicable to enforcement of this Agreement, then in that event LICENSEE agrees to indemnify and save harmless or to require that its contractor indemnify and hold harmless, RAILWAY from and against any and all Environmental Damages except to the extent that any such Environmental Damages are caused or contributed by the negligence of the RAILWAY.

(c) It is agreed that the indemnity provision in Section I.5(b) extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property, excluding contamination caused by RAILWAY that was present on RAILWAY's property prior to LICENSEE's use, and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities. Notwithstanding the exclusion in the foregoing sentence, LICENSEE shall be fully responsible for proper removal and disposal of any soil or debris, whether or not contaminated and regardless of the source of contamination, as needed for the construction or installation of the Facilities, and LICENSEE shall pay all costs associated therewith.

6. Special Provisions for Protection of Railway Interests. In connection with LICENSEE's Proposed Work, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit C and hereby incorporated by reference. As used in the Special Provisions, LICENSEE shall be deemed subject to the additional obligations of "Contractor" (and shall be additionally deemed to be a "contractor" hereunder) should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE (referred to as the "Sponsor's Engineer" in Exhibit C).

7. Qualified Protective Services. Except as specifically agreed otherwise between the parties, LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect LICENSEE or its contractor(s) when installation, construction, maintenance, operation, or removal activities are taking place on or adjacent to RAILWAY property and/or has the potential to foul RAILWAY's tracks or operations. All expenses for the qualified protective services shall be borne by LICENSEE. Any contractor providing qualified protective services on behalf of LICENSEE's contractor is subject to prior approval from RAILWAY to ensure safety.

8. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause LICENSEE's agent or contractor to procure and maintain, as applicable), at LICENSEE's expense, insurance as defined in the Special Provisions.

9. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and/or to protect its traffic during the installation, construction, maintenance, operation, or removal of the Facilities.

10. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents, and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property,

RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

11. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented that, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

12. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall at its sole expense, upon thirty (30) days prior written notice from RAILWAY, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

13. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY shall not be responsible for any liability for such damage.

14. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial

part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this Agreement, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses that RAILWAY may incur in effecting compliance with LICENSEE's obligations under this Agreement, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. In the event this Agreement is terminated prior to LICENSEE's completion of the Facilities, upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. If this Agreement is terminated after completion of LICENSEE's construction of the Facilities, the Facilities shall remain in place and LICENSEE shall continue to be responsible for the maintenance and repair of the Facilities. If LICENSEE fails to properly maintain and repair the Facilities, then LICENSEE shall remove the Facilities from the Premises within thirty (30) days after RAILWAY's notice to LICENSEE of such failure to maintain. In performing any such removal pursuant to this paragraph, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted, or such other condition as mutually agreed by the parties hereto. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises in accordance with this paragraph, the Facilities shall be deemed to have been abandoned by LICENSEE, and at RAILWAY's option, the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities,

RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

19. Interests in Real Property

(a) LICENSEE shall acquire or settle all property, property rights and all damages to property outside the Premises that are affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE. RAILWAY shall have no duty or responsibility to obtain any third-party property rights relating to the installation, construction, maintenance, and operation of the Facilities.

(b) RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct the Facilities and to occupy RAILWAY's property with sufficient width to permit construction, operation, and maintenance of the Facilities. It is understood that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

(c) In the event the Facilities require a leasehold or other property interest in the Premises, and RAILWAY agrees to grant such property interest in its sole discretion, LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement, subject to a separate agreement. The price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will, within ninety (90) days thereafter, institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding. In the event of such conveyance of a property interest, LICENSEE shall furnish the plans and descriptions for any such conveyance.

II. SCOPE AND REIMBURSEMENT OF RAILROAD PROJECT

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary railroad-related permitting, administrative and legal handling, design, construction, and construction-related activities, including, but not limited to, inspection and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's Proposed Work, as set forth in the force account estimate included in Exhibit D ("Railroad Project"). In the event the Facilities require RAILWAY to acquire right of way to continue its operations, LICENSEE shall be responsible for such acquisition, including costs therefor, and shall ensure such lands are deeded to RAILWAY as appropriate.

2. Construction of the Railroad Project. RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by use of one or more of the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance and/or ownership to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project. To the extent any state laws or regulations are preempted by applicable federal laws, including without limitation the ICC Termination Act ("ICCTA"), the Federal laws and regulations shall control.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by RAILWAY or on behalf of RAILWAY. The current estimate for the work is _____ **DOLLARS AND ZERO CENTS ($_____ .00)** but this estimate is not a cost cap and LICENSEE shall pay all actual costs. It is agreed that progress payments will be made by LICENSEE to RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are consistent with this Agreement. In the event LICENSEE fails to pay all or a portion of the amounts due to RAILWAY within the timelines set forth herein, interest will accrue, and LICENSEE shall pay such interest, at the prevailing statutory legal rate of interest established by the state under which this this Agreement is interpreted, as calculated from the original due date for such payment.

(c) Incurred Costs. If LICENSEE is subject to federal funding guidelines and procedures due to receipt of federal funding, the reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus labor additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE. In particular, LICENSEE agrees to reimburse costs and expenses, including without limitation labor surcharges, insurance, department support costs, vehicles and equipment, and fixed general and administrative costs, using the most current additive rates as audited and approved by the Georgia Department of Transportation and the Federal Highway Administration, in accordance with applicable provisions of the Federal-Aid Policy Guide, 23 C.F.R. Part 140 Subpart I. LICENSEE shall promptly reimburse RAILWAY for invoices properly rendered.

(d) Licensee Funding Availability. At the time this Agreement was executed, there were funds appropriated or available for the Proposed Work and Railroad Project; however, in the event LICENSEE becomes aware that insufficient funds will be or have been appropriated or otherwise available to LICENSEE for the Proposed Work and Railroad Project, including applicable indemnity provisions hereunder, any new payment obligations assumed by LICENSEE under this Agreement shall cease and this Agreement shall be terminated in accordance with the terms of the Agreement. LICENSEE shall provide thirty (30) days' notice to RAILWAY of such impending funding unavailability and LICENSEE shall reimburse RAILWAY for all actual and related indirect costs of the work actually completed to facilitate the Proposed Work and Railroad Project, plus any additional expenses incurred by RAILWAY in restoring its system to normal operation conditions.

III. GENERAL PROVISIONS

1. In the event LICENSEE receives federal or state funding that obligates LICENSEE to include contract provisions regarding administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, LICENSEE understands and acknowledges that RAILWAY is not subject to and/or is exempt from certain of those requirements and, to the extent RAILWAY is considered a contractor of LICENSEE pursuant to those funding mechanisms, LICENSEE shall incorporate in any contract with its contractor, and shall require its contractors to incorporate in any subcontracts, an allowance for exclusion from any such federal requirements as and to the extent the contractor or subcontractor are not subject to or are exempt from the requirements. By way of example only, certain entities, including RAILWAY, are or may be exempt from requirements of the Prevailing Wage and/or Single Audit Act and those entities' contracts with LICENSEE or its contractors should not require compliance therewith.

2. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

3. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, or any claims for death, personal injury, and property loss and damage that occur by reason of, or arise out of, or are incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

4. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

5. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Augusta, GA
535 Telfair Street
Augusta, Georgia 30901
Attention: City Engineer

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

6. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

7. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

8. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. The parties agree that the resolution or

settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

9. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

10. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is located in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

11. Independent Parties. The parties agree that LICENSEE and its agents and/or contractors shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

12. Meaning of "Railway". The word "RAILWAY" as used in this Agreement shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

13. Approval of Plans. By RAILWAY's review and approval, if any, of the preliminary plans marked as Exhibit B and any final plans derived therefrom, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the final plans satisfy RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the final plans. LICENSEE agrees that any improvements constructed in accordance with the final plans shall be in compliance with any applicable laws, rules, ordinances, or regulations of any federal, state, or local government or agency having jurisdiction over the improvements. LICENSEE hereby agrees that the improvements shall be completed in a good and workmanlike manner and in accordance with the approved final plans and specifications.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this

Agreement effective the day and year first written above.

AUGUSTA, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL OF GEORGIA RAILROAD COMPANY

By: _____

Name: _____

Title: _____

Date: _____

NS File: CX0113011

FORCE ACCOUNT ESTIMATE

Work to be Performed By:		Norfolk Southern Railway Company
For the Account of:		City of Augusta
Project Description:		Proposed Crossing and Rdwy Intersection Improvements
Location:		Hephzibah, GA -Willis Foreman Rd.
Project No.:		City of Augusta PI: 0013703
Milepost:		MP GF-238.41
File:		CX00113011
Date:	Original	September 22, 2026

ITEM A - Preliminary Engineering			0
ITEM B - Construction Engineering			137,084
ITEM C - Administration			5,849
ITEM D - Railroad Protective Services			0
ITEM E - Communications			0
ITEM F - Signal & Electrical			628,298
ITEM G - Track Work			162,419
ITEM H - T-Cubed			0
	Total	$	933,650
	Contingency 0%	$	-
	GRAND TOTAL	**$**	**933,650**

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ $60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	NET TOTAL - ITEM A	$ -

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	40 Hours @ $60 / hour=	2,400
Labor Additives:		2,684
Travel Expenses:		2,000
Services by Contract Engineer:		130,000
	NET TOTAL - ITEM B	$ 137,084

ITEM C - Administration

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	40 Hours @ $40 / hour=	1,600
Accounting Additives:		1,789
	NET TOTAL - ITEM C	$ 5,849

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ $100/day=	0
Rental Vehicle	0 months @ $950/month=	0
	NET TOTAL - ITEM D	$ -

ITEM E - Communications

Material:	0
Labor:	0
Purchase Services:	0
Subsistence:	0
Additive:	0
NET TOTAL - ITEM E	$ -

ITEM F - Signal & Electrical

Material:		243,532
Labor:		146,181
Purchase Services:		32,139
Other:		206,446
	NET TOTAL - ITEM F	$ 628,298

ITEM G - Track Work

Material:		98,294
Labor:		26,052
Additive:		30,737
Purchase Services:		7,336
	NET TOTAL - ITEM G	$ 162,419

ITEM H - T-CUBED

Lump Sum $ -

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 272.34%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 111.82% Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (09/22/2026). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

N-S Project No.16249.006 2025 - 2027(1440003804) Rate Schedule

ESTIMATE FOR CONSTRUCTION ENGINEERING SERVICES
HEPHZIBAH, RICHMOND COUNTY, SC

HEPHZIBAH, RICHMOND COUNTY, GA - WILLIS FOREMAN RD. AT-GRADE CROSSING WIDENING AND IMPROVEMENTS AT NSRR MP GF-238.41. DOT#734144H. NS FILE: CX0113011. NSI FILE: 16249.006. CITY OF AUGUSTA PI; 0013703.

I. PROJECT MANAGEMENT / CONSTRUCTION SUBMITTAL REVIEW

Program Manager	8	Hrs. @	$ 207.00	$	1,656
Project Engineer	24	Hrs. @	$ 135.00		3,240
Sub-Total				$	4,896

II. PRECONSTRUCTION MEETING / CONSTRUCTION MONITORING

Program Manager	24	Hrs. @	$ 207.00	$	4,968
Project Engineer	128	Hrs. @	$ 135.00		17,280
Construction Inspector	700	Hrs. @	$ 120.00		84,000
Clerical	5	Hrs. @	$ 90.00		450
Sub-Total				$	106,698

III. FINAL INSPECTION / CLOSEOUT

Program Manager	16	Hrs. @	$ 207.00	$	3,312
Project Engineer	24	Hrs. @	$ 135.00		3,240
Construction Inspector	10	Hrs. @	$ 120.00		1,200
Clerical	3	Hrs. @	$ 90.00		270
Sub-Total				$	8,022

DIRECT COSTS

Subsistence	17	Days @	$ 150.00	$	2,550
Travel (Auto)	10,800	Miles @	$ 0.72	$	7,776
Photos				-	
Printing				$	50
Postage				$	8
Phone Calls (Actual)				-	
TOTAL DIRECT COSTS				$	10,384

TOTAL ESTIMATE $ 130,000

NEEL-SCHAFFER, INC.
September 22, 2026

Justin T. Wood, P. E.
Railroad Program Manager

Norfolk Southern Railway Company Existing Crossing
Coastal Division DOT Number: None /DOT#734144H
Hephzibah, GA -Willis Foreman Rd.
ESTIMATE FOR CROSSING IMPROVEMENT (ASPHALT SURFACE)

1 TRACK(S); 120 CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways)	120	TRK. FT.	81.00	9,720
ASPHALT (BY CONTRACTOR)	55	TONS	396.00	21,657
RAIL, 136-LB RE	320	LIN FT.	25.00	8,000
TRANSITION RAIL	4	EA.	1171.00	4,684
INSULATED JOINTS	0	EA.	1355.00	0
RAIL ANCHORS	453	EA.	1.90	861
SPIKES	5.0	KEG	118.00	590
TIE PLATES	227	EA.	15.00	3,400
CROSSTIES (10')	0	EA.	100.00	0
CROSSTIES (GRADE 5)	113	EA.	55.00	6,233
TRUCKED BALLAST AND GRAVEL	173	TONS	104.00	17,992
GEOTEXTILE	140	LIN FT.	7.00	980
THERMITE WELDS	4	EA.	691.00	2,764
ASPHALT (DISPOSAL)	2	LUMPS	5000.00	10,000
132-LB RE-STRAIGHT JT BARS	8	PR.	110.00	880
TOTAL (INCLUDES 12% INVENTORY OR TAX ADDITIVES)				98,294

LABOR

REMOVE EXISTING CROSSING	80	MAN HOURS	35.27	2,822
REHABILITATE TRK. STRUCTURE	120	MAN HOURS	35.27	4,232
INSTALL NEW CROSSING	120	MAN HOURS	35.27	4,232
TOTAL				11,286

OTHER ITEMS

COMPOSITE LABOR ADDITIVE (272.34%)	30,737
EQUIPMENT RENTAL & TRANSPORTATION	7,336
PRELIMINARY & CONSTRUCTION ENGINEERING SERVICES AND INVOICE	14,765
TOTAL (TO BE BILLED TO PROJECT SPONSOR)	**$162,419**

*ESTIMATE BASED ON FULL CLOSURE OF ROAD WITH TRAFFIC CONTROL AND BARRICADES PROVIDED BY OTHERS

*UNIT COSTS ARE ESTIMATED. ACTUAL UNIT COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

This estimate is valid for one (1) year after the date of estimate. If work is not performed within this time frame the Railway may revise the estimate to include work not previously deemed necessary.

This estimate shall not be considered as an approval for a temporary crossing. Information provided is an estimation of the anticipated cost for the construction of the crossing only. All temporary construction crossings require a separate approval from Norfolk Southern's General Manager and Division Superintendent, a separate stand alone temporary construction crossing agreement with associated real estate fees, and all required insurances as noted in the in the temporary construction crossing agreement.

OFFICE OF CHIEF ENGINEER DESIGN & CONSTRUCTION - ATLANTA, GEORGIA
Tuesday, September 22, 2026 File: CX00113011

Detailed Estimate for Grade Crossing Warning Devices

City/State:	HEPHZIBAH, GA	Road:	WILLIS FOREMAN
MilePost:	GF-238.2	DOT/AAR:	734144H
State Proj. No.:		County:	RICHMOND
S&E Proj. No.:	03.0199	AFE:	F-09675
Man Days:	204	File Number:	061-03.1261

*****Purchases - Others*****		
Meals and Lodging:	$45,577.04	
Rental of Equipment:	$26,303.27	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 34 Days)		
Construction Supervision Vehicle:	$269.19	
Purchases - Other Total:		$72,149.50
*****Material And Additives*****		
Material Cost:	$215,515.00	
Sales and Use Tax:	$17,241.00	
Material Handling Freight:	$10,775.74	
Material Total:		$243,531.74
*****Labor And Additives*****		
Labor Cost:	$90,576.00	
(6 man crew at $2,664.00 a day for: 34 days)		
Payroll Tax & Overheads:	$134,297.04	
Preliminary Engineering:	$32,139.52	
Construction Supervision:	$55,604.61	
Labor Total:		$312,617.17
Project Cost:		$628,298.41
Scrap / Salvage Credit:		$0.00
Project Total:		**$628,298.41**

Estimated on: 22-May-26

Estimated by: ndr3j

Estimate valid for 1 year from date of estimate

Engineering Services Committee Meeting

Meeting Date: October 27, 2026

Jones Alley Improvements Project: SA1

Bid #26-128

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funds (SA1) for construction contract supplement to The Reeves Construction Company in the amount $113,000 for Jones Alley Improvement project. AE/ Bid 26-128 (26ENG145)
Background:	This project is primarily funded through the state grant. The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. Improvements include Jones Alley widening & paving, sidewalks, lighting, building partial demolition for extending Jones connectivity to Augusta Commons. Construction also includes limited building structural support reconstruction and building enclosure on both sides of the proposed roadway. On March 3, 2026, Augusta Commission awarded the project construction contract to Reeves Construction Company. Construction is in progress and utilities conflicts were encountered during construction of storm line. In addition, a portion of the 2nd building demolition and clearing is warranted to gain needed additional right of way.
Analysis:	The project is under construction and roadway improvements are in progress. The present construction zone is a major business corridor and timely completion of improvements in this zone is critical to minimize the impact to businesses operating within this construction zone. Completion of supplement work (utilities conflicts resolution and new right of way clearing) is necessary for continuity of in progress construction, project substantial completion, open connectivity of this new road segment to Augusta Common by end of this year.
Financial Impact:	Funds available in the amount of $113,000 Engineering SPLOST 8-Resurfacing
Alternatives:	Do not approve and identify alternate way to complete in progress construction.

Recommendation: Approve supplement funds (SA1) for construction contract supplement to The Reeves Construction Company in the amount $113,000 for Jones Alley Improvement project. AE/ Bid 26-128

Funds are available in the following accounts: **($113,000)** 330-041120-54.14110 - SPLOST 8- Resurfacing

REVIEWED AND APPROVED BY: HM/**sr**

ENGINEERING DEPARTMENT

Hameed Malik, Ph.D., PE, Director

MEMORANDUM

TO: Andy Penick, Director of Procurement 10/22/26

FROM: Dr. Hameed Malik, Director, Engineering

DATE: October 21, 2026

SUBJECT: **Reeves Construction Company**
RFP 26-128
Purchase Order No: 26ENG145

Please approve supplemental funding for the Jones Alley Improvements project. This is to cover the costs of utilities conflicts that were encountered during construction of storm line. In addition, a portion of the 2nd building demolition and clearing is warranted to gain needed additional right of way.

It is agreed that as a result of the above-described modifications the contract amount is increased by **$113,000** from **$1,824,495.70** to **$1,937,495.70.**

Funding will come from account number:

$113,000 - 330-041120-54.14110 – SPLOST 8 Resurfacing funds

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

HM/sr

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

Engineering Administration
452 Walker St, Suite 110 - Augusta, GA 30901
(706) 796-5040 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

Augusta
GEORGIA

Engineering Services Committee Meeting

Meeting Date: October 27, 2026

Jones Alley Improvements Project: SA1

Bid #26-128

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funds (SA1) for construction contract supplement to The Reeves Construction Company in the amount $113,000 for Jones Alley Improvement project. AE/ Bid 26-128 (26ENG145)
Background:	This project is primarily funded through the state grant. The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. Improvements include Jones Alley widening & paving, sidewalks, lighting, building partial demolition for extending Jones connectivity to Augusta Commons. Construction also includes limited building structural support reconstruction and building enclosure on both sides of the proposed roadway. On March 3, 2026, Augusta Commission awarded the project construction contract to Reeves Construction Company. Construction is in progress and utilities conflicts were encountered during construction of storm line. In addition, a portion of the 2nd building demolition and clearing is warranted to gain needed additional right of way.
Analysis:	The project is under construction and roadway improvements are in progress. The present construction zone is a major business corridor and timely completion of improvements in this zone is critical to minimize the impact to businesses operating within this construction zone. Completion of supplement work (utilities conflicts resolution and new right of way clearing) is necessary for continuity of in progress construction, project substantial completion, open connectivity of this new road segment to Augusta Common by end of this year.
Financial Impact:	Funds available in the amount of $113,000 Engineering SPLOST 8-Resurfacing
Alternatives:	Do not approve and identify alternate way to complete in progress construction.

Recommendation:	Approve supplement funds (SA1) for construction contract supplement to The Reeves Construction Company in the amount $113,000 for Jones Alley Improvement project. AE/ Bid 26-128
Funds are available in the following accounts:	**($113,000)** 330-041120-54.14110 - SPLOST 8- Resurfacing
REVIEWED AND APPROVED BY:	HM/**sr**

REEVES
A COLAS COMPANY

July 7, 2026

Dr. Hameed Malik
Augusta Engineering
Richmond County
452 Walker St, Suite 110
Augusta, GA 30901

7/8/26
* Approved
* Charge against Force Account

RE: Jones Alley Improvements- FA #1 122 James Brown Blvd Selective Demo and Enclosure

Dear Dr. Malik,

Reeves Construction Company respectfully submits the pricing proposal below for the selective demolition and enclosure of 122 James Brown Boulevard based on plans provided by Cranston Engineering on June 9, 2026.

Description	Unit	Quantity	Unit Price	Total
122 James Brown Blvd Selective Demo and Enclosure	LS	1	$153,941.70	$153,941.70
Total:				$153,941.70

Scope of Work:

1. Provide project management and field supervision services.
2. Provide all labor, materials, and equipment to perform the work.
3. Demolition and disposal of building portions based on Cranston Engineering's provided drawings.
4. Shoring and temporary containment included.
5. 1 (EA) walk door with frame and hardware.
6. Roofing:
   -Flashing as required
   -Patch shingle roof back to new wall
   -Coping cap on top of parapet wall
7. Masonry:
   -Lay CMU wall which includes installing rebar and pour grout. Install flashing at finished floor, lay bricks. CMU with wall ties.
8. De-energize existing electrical and relocate as deemed necessary by our forces.
9. Gas meter deletion to be coordinated by contractor but done by others.
10. Cable Service relocation to be coordinated by contractor but done by others.
11. No other work is to be assumed unless specifically listed above.

REEVES
A COLAS COMPANY

Exclusions:

1. No permit is included.
2. Relocation and protection of all existing tenants' items around work area to be done by others.
3. No environmental remediation.
4. Asbestos testing is included. If asbestos is found an additional change order for remediation will be required.
5. Relocation of any additional impeding items not specially listed in scope of work is not included.
6. No retainage held on change order work.
7. Increase contract time by 30 days.

Terms & Conditions:

1. Performance & Payment Bond Not Included. If required, please add 0.5%.
2. Quality control & testing by others.
3. Pricing above is based upon normal working hours. No nighttime or weekend work is estimated.
4. This quotation will automatically be withdrawn if not accepted within 30 days of the bid date.
5. Quote is based upon a mutually agreeable schedule.
6. All necessary easements and rights-of-way on any property owned by others, building permits, driveway permits, meter fees, tap fees, impact fees, land disturbance fees, licenses, and other similar matters required by governmental or other regulatory agencies for this work not specifically included above shall be paid by others.
7. THESE CONDITIONS SHALL BE INCLUDED AS AN INTEGRAL PART OF ANY CONTRACT BETWEEN REEVES AND THE PRIME CONTRACTOR AND SHALL TAKE PRECEDENCE OVER ANY TERMS OF THE CONTRACT OR PROJECT DOCUMENTS WHICH MAY BE IN CONFLICT.

If you have any questions concerning this quote, please contact me.

Respectfully submitted,
REEVES CONSTRUCTION COMPANY

Greg Hamilton, PE
East Region Estimator

Engineering Services Committee

Meeting Date: October 27, 2026

Change Order Request - Augusta Reservoir Dams Improvements Project

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to amend the current Construction Contract with Shearer-Mutimer Construction LLC to include multiple works within the scope of the construction being performed in the currently active for the Augusta Reservoir Dams Improvements Project in the amount of $445,848.00 via Change Order. (26AUA162)
Background:	Following multiple public meetings with homeowners adjacent to the active project at the Highland Avenue Water Treatment Plant, and additional meetings with the Georgia EPD Safe Dams Program, the Augusta Utilities Department recommends installation of security fencing and performance of a slope stability analysis at the Highland Avenue Water Treatment Plant. Also, additional vegetation, erosion, and other site improvements are recommended to be performed within the N. Max Hicks Water Treatment Plant facility.
Analysis:	Approval of this change order will allow AUD to provide a secure and final product of improvements at the Highland Avenue Water Treatment Plant, and an internally maintainable site at the N. Max Hicks Water Treatment Plant.
Financial Impact:	We have reviewed the proposal from Shearer-Mutimer Construction LLC and find it to be reasonable. Funding in the amount of $ 445,848.00 is available from accounts: G/L 507-04-3410/54-25110 - J/L 81400015-5425110.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the Change Order with Shearer-Mutimer Construction LLC for $ 445,848.00.
Funds are available in the following accounts:	Funds are available in account G/L 507-04-3410/54-25110 - J/L 81400015-5425110.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Mitchell O'Neal, P.E.
Interim Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Mitchell O'Neal, P.E., Interim Assistant Director
Utilities Department

DATE: October 15, 2026

SUBJECT: CHANGE ORDER REQUEST - Augusta Reservoir Dams Improvements Project

---

It is the Augusta Utilities Departments request that the attached proposal provided by Shearer-Mutimer Construction LLC be approved via Change Order for the following work:

1. Installation of security fencing at the Highland Avenue Water Treatment Plant Reservoirs to provide security to the reservoir embankment and privacy to the adjacent properties;

2. Performance of a slope stability analysis for the Highland Avenue Water Treatment Plant Reservoirs as required by the facility's dam regulators at the GA EPD Safe Dams Program;

3. Clearing of trees and brush at various locations within the N. Max Hicks Water Treatment Plant facility to continue maintenance;

4. Removal of damaged fencing located at the N. Max Hicks Water Treatment Plant facility;

5. Performance of erosion control measures within select limits at the N. Max Hicks Water Treatment Plant facility.

This Change Order for additional work to be performed would include an additional cost of $445,848.00 as well as extend the project completion date to February 2027. The attached Proposal and Contract Change Order Form outline these services, and AUD has determined the associated costs are fair and reasonable.

Shearer-Mutimer Construction LLC is currently under contract to perform the construction services associated with the aforementioned Augusta Reservoir Dams Improvements Project which was approved by the Commission on March 31, 2026.

CONSTRUCTION CONTRACT CHANGE ORDER

CO NUMBER	01
BID ITEM	26-130
DATE	10/15/2026

PROJECT TITLE Augusta Reservoir Dams Improvements Construction Project

ORIGINAL CONTRACT DATE 03/25/2025 **PROJECT NUMBER** AUD-2018-004 & -2019-032

OWNER AUGUSTA, GEORGIA **PO NUMBER** 26AUA162

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
Additional construction work associated with the Augusta Reservoir Dams Improvements Project, including fencing modifications, clearing and grading, geotechnical investigation and slope stability analysis, piezometer revisions, slope stabilization and grassing, and an Owner's Allowance, as detailed in the attached Change Order No. One Proposal and bid tab dated October 5, 2026.

PAYEE		SHEARER-MUTIMER CONSTRUCTION LLC
TOTAL AMOUNT OF THIS CHANGE ORDER	$	445,848.00

The contract time will be INCREASED by 245 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT	$	1,566,946.90
PREVIOUS CHANGE ORDER (INCREASE)	$	0.00
THIS CHANGE ORDER (INCREASE)	$	445,848.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	2,012,794.90

FUNDING NUMBER/ACCOUNT NUMBER 516-04-3410 54-25110
81400015 5425110

PROPOSED BY: William R. Mutimer CONTRACTOR DATE: 10-15-26

REQUESTED BY: _____ ENGINEER DATE: 10-15-2026

SUBMITTED BY: _____ DEPARTMENT HEAD DATE: _____

FINANCE ENDORSEMENT: _____ COMPTROLLER DATE: _____

RECOMMENDED BY: _____ ADMINISTRATOR DATE: _____

APPROVED BY: _____ MAYOR DATE: _____

DRAFT

Shearer - Mutimer Construction Co., LLC.

P.O. Box 2570
Evans, Georgia 30809
706-863-8118 Office
706-863-8117 Fax
resconstinc@comcast.net

Change Order No. One Proposal

Re: Augusta Reservoir Project

Attn Mitchell O'Neal

October 5, 2026

The purpose of this proposal is to address the changes in scope of work outlined in the attached bid tabulation. The tabulation structure along with exhibits and descriptions of work were outlined in your 9/21/26 email. Our proposed price for incorporating this addition work is $445,848.00.

In addition to the scope format you provided we have also attached the proposal furnished to us by CSRA Testing & Engineering. It should be recognized as a part of our proposal outlining what they understand to be their anticipated scope of work. It also describes their coordinated efforts along with Terracon to conduct the slope stability study. If additional steps are later determined to be necessary, we will need to address them accordingly.

For clarification purposes the $70,768 line item for the slope stability analysis was reconciled as follows:

CSRA's proposal	$ 75,060.00
Credit for remaining 6 piezometers	<$ 10,725.00>
O/P	$ 6,433.00
Summary Total	$ 70,768.00

If you have any questions or comments, please do not hesitate to reach out.

Sincerely,

Robbie Shearer

DRAFT

csra TESTING & ENGINEERING CO., INC.
1005 Emmett Street, Suite A, Augusta, Georgia 30904 • (706) 733-6960 • Fax (706) 737-0629

September 28, 2026

Blair Construction
4308 Evans to Locks Road
Evans, Georgia 30809

Attn: Mr. Robbie Shearer

Re: Highland Water Treatment Plant
Reservoir Dam Improvements
Highland Ave. at Central Ave.
Augusta, Georgia

Dear Mr. Shearer:

As requested, we are pleased to present the following proposal for providing piezometer installation services in accordance with our site meeting and telephone/email communications. The requested scope of work includes installing six (6) piezometers varying in depth from 9 to 33 feet and totaling 123 vertical feet (vf), performing six (6) test borings to depths of 50 to 70 feet, and collecting 10 undisturbed Shelby tube samples from the test borings.

A. SERVICE

The following services are proposed.

(1) Drill borings for the purpose of installing piezometers at the locations specified along the crest and toe of the reservoir embankment.

(2) The 2-inch diameter piezometers will be installed per the detail provided including the appropriate filter packs, bentonite and cement seals, concrete pads, and aboveground steel protective casings.

(3) Three (3) test borings across the crest will be advanced to 70 vertical feet (vf) or auger refusal, and three (3) test borings to a depth of 50 vf or auger refusal will be performed along the toe. The borings, standard penetration tests (SPT), and water table elevations will be performed in accordance with ASTM D-1586 and D-1587. The SPT's will be conducted continuously in the upper 10 feet of the borings and at 5 foot intervals to termination depths. This scope was requested by Terracon which will be performing laboratory testing and a Slope Stability Study.

(4) Ten (10) 36-inch Shelby tubes will be pushed at locations and depths specified by Terracon personnel to obtain undisturbed samples for laboratory testing by Terracon.

(5) Boring logs and monitoring well as-builts will be provided.

(6) A Slope Stability Study by Terracon will be provided.

DRAFT

B. FEE

The following services are proposed.

Drill rig mobilization	1 lump sum	$1,500.00
Private utility locate	1 lump sum	$250.00
Piezometer installation	123 vf @ $75.00/vf	$9,225.00
Soil test boring (0 - 25 vf)	150 vf @ $25.00/vf	$3,750.00
Soil test boring (25 - 50 vf)	150 vf @ $30.00/vf	$4,500.00
Soil test boring (50 - 70 vf)	60 vf @ $35.00/vf	$2,100.00
Soil test boring abandonment	360 vf @ $6.00/vf	$2,160.00
Shelby tubes (0 - 25 vf)	5 @ $150.00/vf	$750.00
Shelby tubes (25 - 50 vf)	5 @ $300.00/vf	$1,500.00
Slope Stability Study (Terracon)	1 lump sum	$45,825.00
Documentation & project mgt.	1 lump sum	$3,500.00
	Total Proposed Fee	**$75,060.00**

DRAFT

The above fee includes all materials, personnel, equipment, transportation, and permits required to complete the work described. It is our understanding Terracon's invoice for the Slope Stability Study will be paid within 30 days of the date of issue.

The estimated time to complete this work is approximately six to eight (6 to 8) weeks from the time a notice to proceed is given. The proposed fee is valid for a period of three (3) months; however, the estimated time of completion may vary depending on our work load at that time.

Thank you for this opportunity.

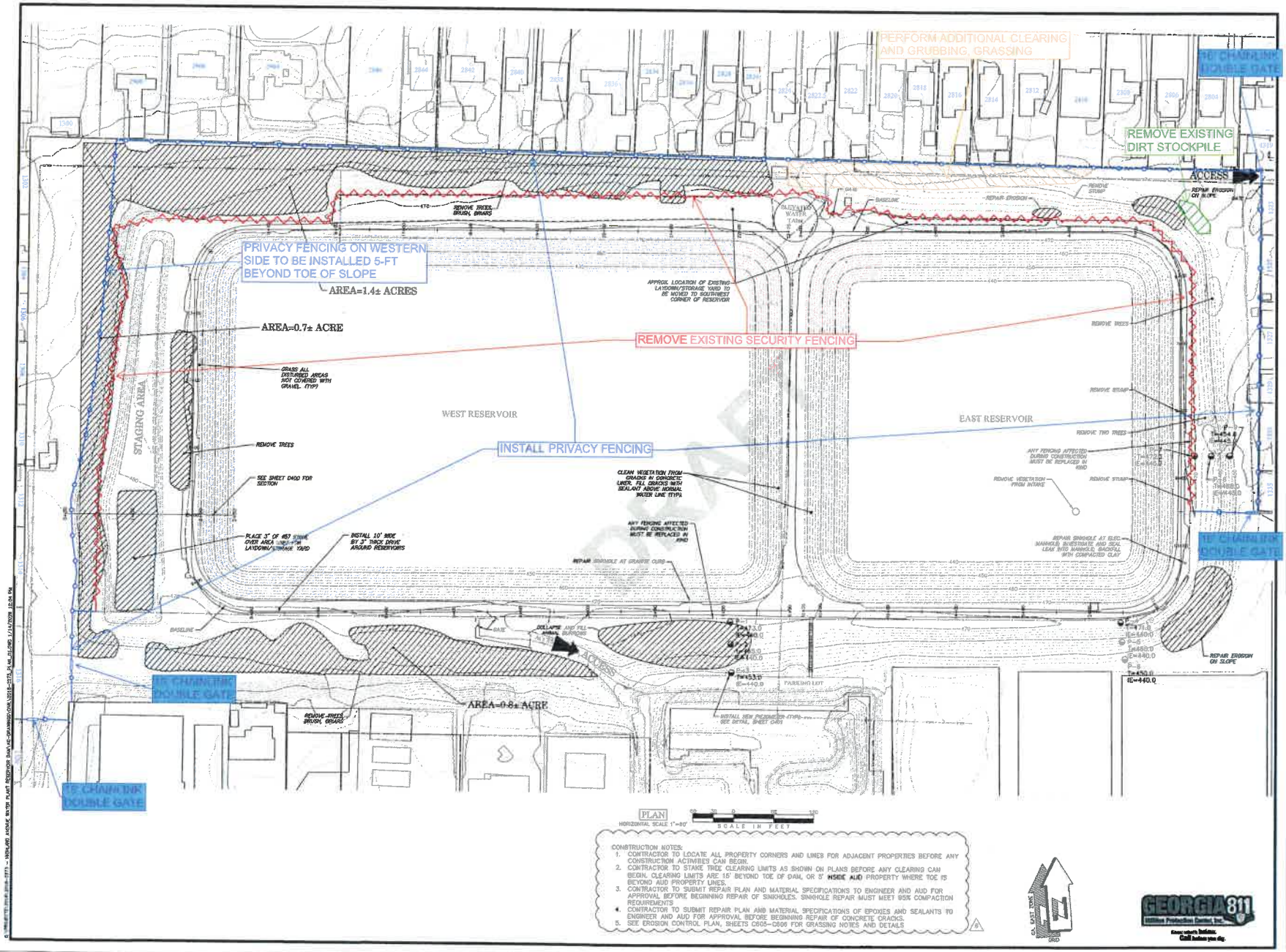
Respectfully submitted,

Jon E. Pruett, P.E.

Please sign and date below as acceptance and notice to proceed.

Signature

Date



PLAN
HORIZONTAL SCALE 1"=60'
SCALE IN FEET

CONSTRUCTION NOTES:
1. CONTRACTOR TO LOCATE ALL PROPERTY CORNERS AND LINES FOR ADJACENT PROPERTIES BEFORE ANY CONSTRUCTION ACTIVITIES CAN BEGIN.
2. CONTRACTOR TO STAKE TREE CLEARING LIMITS AS SHOWN ON PLANS BEFORE ANY CLEARING CAN BEGIN. CLEARING LIMITS ARE 15' BEYOND TOE OF DAM, OR 5' INSIDE AUD PROPERTY WHERE TOE IS BEYOND AUD PROPERTY LINES.
3. CONTRACTOR TO SUBMIT REPAIR PLAN AND MATERIAL SPECIFICATIONS TO ENGINEER AND AUD FOR APPROVAL BEFORE BEGINNING REPAIR OF SINKHOLES. SINKHOLE REPAIR MUST MEET 95% COMPACTION REQUIREMENTS
4. CONTRACTOR TO SUBMIT REPAIR PLAN AND MATERIAL SPECIFICATIONS OF EPOXIES AND SEALANTS TO ENGINEER AND AUD FOR APPROVAL BEFORE BEGINNING REPAIR OF CONCRETE CRACKS.
5. SEE EROSION CONTROL PLAN, SHEETS C605–C606 FOR GRASSING NOTES AND DETAILS

GEORGIA 811 Utilities Protection Center, Inc.

CRANSTON

GEORGIA Cranston Engineering Group CERTIFICATE OF AUTHORIZATION NO. PEF008151

GEORGIA REGISTERED PROFESSIONAL ENGINEER

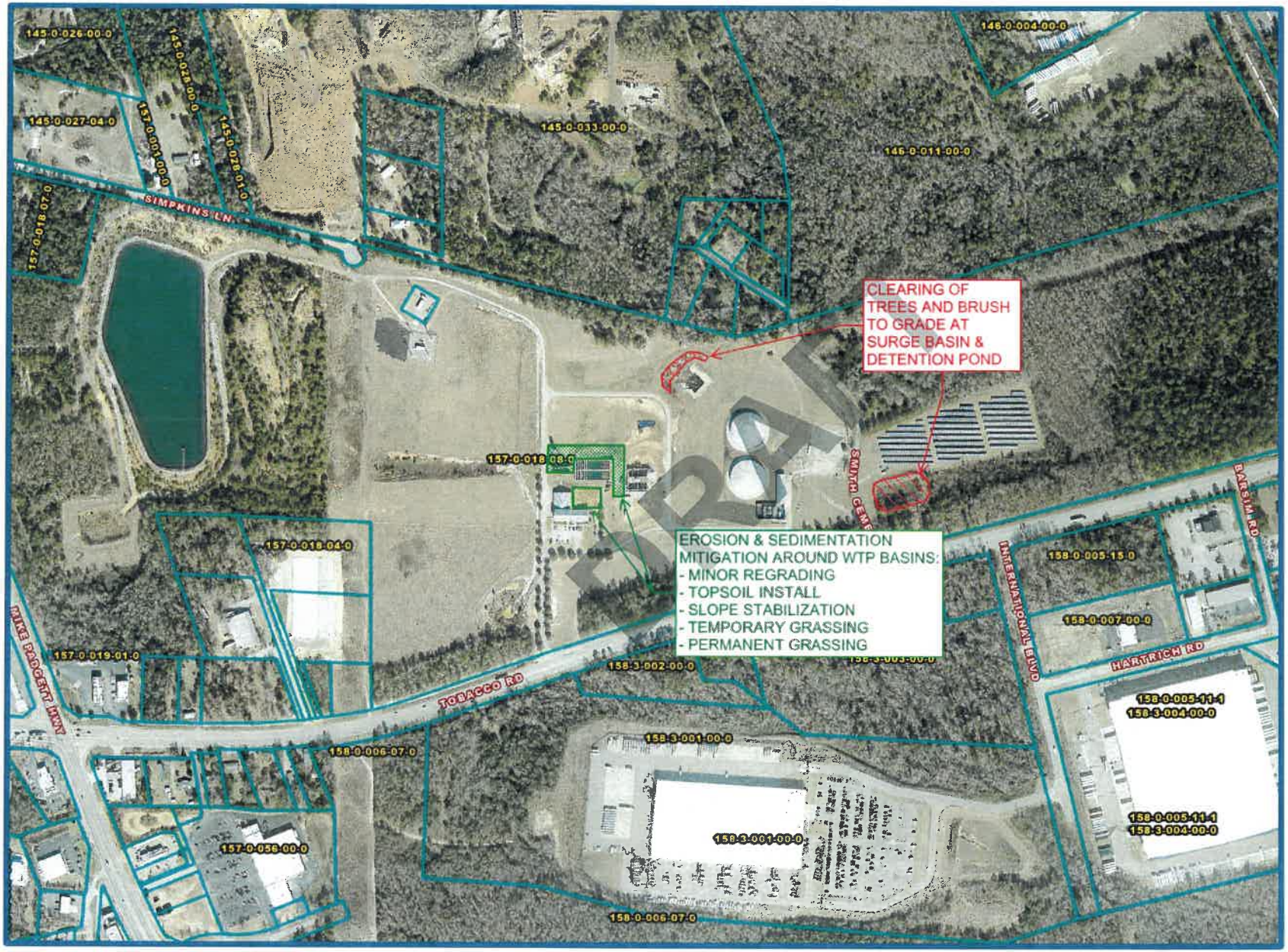
REV #	DATE	DESCRIPTION
1	7/30/2020	PER SAFE DAMS REVIEW
2	3/12/2021	ADD PROVISIONS
3	5/25/2021	PREPARE FOR BIDDING
4	7/26/2021	REC. COMMENTS
5	10/20/2021	PER AUD COMMENTS
6	1/13/2022	CONSTRUCTION NOTES

Highland Avenue Water Treatment Plant Reservoir Dam #1 East & Dam #2 West Improvements

Site Plan

DRAWN BY:	MAB
CHECKED BY:	SMS
APPROVED BY:	TWP
DATE:	NOVEMBER 26, 2018
SCALE:	1" = 60'
JOB No.	2018-0273
DRAWING No.	C300

N MAX HICKS - CO #1 EXHIBIT



Augusta GEORGIA

IT Department - GIS Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Augusta, GA Disclaimer

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

Map Scale
1:4,800

Print Date
May 12, 2026

Change Order No. 1 - Bid Tab

PAY ITEM	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
HIGHLAND AVE WTP					
CO1-1	REMOVE EXISTING SECURITY FENCING	2640	LF	$ 12.00	$ 31,680.00
CO1-2	INSTALL PRIVACY FENCING (INCLUDES TIE TO EXISTING RESIDENTIAL FENCING WHERE APPLICABLE)	2800	LF	$ 73.00	$ 204,400.00
CO1-3	INSTALL 16-FT CHAINLINK DOUBLE GATE	4	EA	$ 2,500.00	$ 10,000.00
CO1-4	REMOVE EXISTING RESIDENTIAL FENCING/WALLS	1000	LF	$ 20.00	$ 20,000.00
CO1-5	PERFORM ADDITIONAL CLEARING AND GRUBBING, GRASSING NORTHEAST OF WATER TOWER	0.3	AC	$ 40,000.00	$ 12,000.00
CO1-6	[M-9] MIDSLOPE PIEZOMETERS REMOVED	-3	EA	$ 3,000.00	$ -9,000.00
CO1-7	SLOPE STABILITY ANALYSIS	1	LS	$ 70,768.00	$ 70,768.00
N. MAX HICKS WTP					
CO1-8	CLEARING OF TREES AND BRUSH TO GRADE AT SURGE BASIN & DETENTION POND	1	AC	$ 8,000.00	$ 8,000.00
CO1-9	REMOVE EXISTING SECURITY FENCING	500	LF	$ 12.00	$ 6,000.00
CO1-10	REGRADE ERODED SLOPES NEAR PLANT	1	LS	$ 27,000.00	$ 27,000.00
CO1-11	EROSION CONTROL - SLOPE STABILIZATION MATTING (Ss-RECP)	1	LS	$ 9,500.00	$ 9,500.00
CO1-12	EROSION CONTROL - TEMPORARY GRASSING (Ds2)	1	LS	$ 2,500.00	$ 2,500.00
CO1-13	EROSION CONTROL - PERMANENT GRASSING (Ds3)	1	LS	$ 3,000.00	$ 3,000.00
CO1-14	OWNER'S ALLOWANCE	1	LS	$ 50,000.00	$ 50,000.00

TOTAL: $ 445,848.00

DRAFT

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE ORDER

Page 1 of 1

PURCHASE ORDER NO.	DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
26AUA162	06/02/26	043410	(706) 799-5692	R419917

VENDOR #	E-VERIFY #	EMAIL
27215		RECONSTINC@COMCAST.NET

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
SHEARER-MUTIMER CONSTRUCTION LLC
P.O. BOX 2570
EVANS, GA 30809

ATTN:
BID NUMBER: 26-130
CONTRACT #: 26AUA162
BUYER: NANCY

SHIP TO:
AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		AUGUSTA RESERVOIR DAMS IMPROVEMENTS CONSTRUCTION PROJECT APPROVED BY COMMISSION 3/31/26, ITEM #24 G/L 516-04-3410/54-25110 J/L 81400015-5425110	1,591,946.	1,591,946.90

CONDITIONS - READ CAREFULLY

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

Sent by:

JUN 05 2026

Tess Thompson

REQUISITIONER

NET TOTAL..... 1,591,946.90

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

Office of the Administrator

Tameka Allen
Administrator

March 31, 2026

Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, March 31, 2026, the Augusta, Georgia Commission took action on the following:

10. Approved the 2026 MOU with Augusta University for an internship program centered around environmental and smart city sensors and programs.

11. Approved Second Contract Amendment with Itron (24-161/25AUA189)

23. Approved Emergency purchase of Air Conditioners for North Max Hicks Control Room
If you have any questions, please contact me.

24. Approved Award of Bid Item #26-130 for the construction of the Augusta Reservoir Dams Improvements Project to Shearer-Mutimer Construction, LLC.

In Service,

Tameka Allen, Administrator

TA/sg

Engineering Services Committee

November 10, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of October 27, 2026 Engineering Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A