COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, December 01, 2026
2:00 PM

INVOCATION

Reverend Anthony M. Booker, Pastor, Broadway Baptist Church

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

PRESENTATION(S)

A. Year End GICH presentation by the Augusta GICH Team. **(Requested by Commissioner Stacy Pulliam)**

RECOGNITION(S)

B. **Congratulations!** November 2026 Years of Service 5-20 and 25-50 YOS recipients

DELEGATION(S)

C. **Mr. Gregory Uhl** regarding Nixon Technology Campus Data Center.

D. **Mr. Paul Wheeler**-Short term rentals in regards to zoning ordinance re-write.

E. **Mr. Jeff Brotherton** CSRA -Short Term Rental Alliance: Why Regulation is Preferable to a Near-Citywide Ban on Short Term Rentals

F. **Ms. Vera Braddy** regarding proposed Data Center off Mike Padgett Hwy.

G. **C-CAPE by Zakiya Mabery** regarding Data Center zoning district and governance.

H. **Ms. Octavia Collins** regarding Z-26-18 Rezoning (Data Center District)

I. **Ms. Carlatrena Walker** regarding opposition to proposed Scott-Nixon Data Center.

J. **Ms. Melisa Gilbert** regarding Data Center

K. **Ms. Tierra Vogelsong** regarding Data Center.

L. **Ms. Elaine Bailey** regarding Data Center.

M. **Dorothy** regarding Data Center Nixon Tech.

N. **Mr. Jeremy Clayton Whitt** regarding Stopping the rezoning of 383 acres to allow a data center.

O. **Ms. Catherine Davis** regarding Zoning.

P. **Ms. Joanne Puleo** regarding the Commission's vote on Data Center.

Q. **Ms. Amber Porterfield** regarding Data Center Ordinance, Planning Commission and continuance of the November 23rd meeting.

R. **Ms. Brittney Brown** regarding Nixon Data Center zoning request.

S. **Mr. Anthony Braddi**x regarding Data Center on 4-H Club Road.

T. **Ms. Annette Turner-** Opposition of Data Center in my neighborhood.

U. **Ms. Iris Fordham** regarding Data Center.

V. **Ms. Deena Dowd** regarding Data Center built in Augusta.

W. **Ms. Heather Powell** regarding potential Data Center issues.

X. **Mr. Moses Todd** regarding Data Centers' possible negative or positive impact on Augusta-Richmond County Georgia; DC benefit package and impact zones trust fund.

Y. **Ms. Debra Estep**-City contract on Georgia power tree trimming policy near power lines and city through ways as well as impact of Georgia Power on property and homes of the citizens of Augusta. Ask for firmer accountability and response to trees that pose a threat to private properties and homes.

Z. **Ms. Joanna Nabholz** regarding Short Term Rental Ordinance and potential impact on Augusta's economy, local jobs, small business, property values and tourism.

AA. **Mr. James B. Trotter** regarding Nixon Campus Data Center.

CONSENT AGENDA

(Items 1-35)

PLANNING

1. **Z-26-18** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by 3 G Investments, LLC on behalf of The Nixon Trusts requesting a rezoning from zones A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) to zone DC (Data Center), affecting properties containing approximately 383 acres located at 1538 and 1550 Four H Club Road and 3806 Mike Padgett Highway. Tax Map #s 171-0-020-00-0, 158-0-006-07-0 and 171-0-008-00-0. District 1 (Commissioner Jordan Johnson).

PUBLIC SERVICES

2. Motion to **approve** the purchase of Mobile Column Lift for bus repairs from Reliable Hydraulics, Inc. in the amount of $49,037.00 - ITB 26-267. **(Approved by Public Services Committee November 24, 2026)**

3. Motion to **approve** the CO1 – sole source upgrade purchase of additional hardware/software equipment for bus reporting data required to include GTFS Real Time Feed $30,345 / 19 Sunrise Signs $24,194.94. (R426582) **(Approved by Public Services Committee November 24, 2026)**

4. Motion to **approve A.N. 26-44** –New Location: Retail Package Beer and Wine. Karl E Hunsinger Jr. is the applicant for Gregory M Parker Inc #150, to be used in connection with 3228 Wrightsboro Rd, Augusta GA 30909. District 2, Super District 9.**(Approved by Public Services Committee November 24, 2026)**

5. Motion to **approve A.N. 26-45** –Existing Location, New Ownership: consumption **on Premise Liquor and Beer**. Nicholas Scavone is the applicant for Firehouse Bar, to be used in connection with 1145 Broad Street, Augusta GA 30901. District 1, Super District 9. **(Approved by Public Services Committee November 24, 2026)**

6. Motion to **approve A.N. 26-46 –** Existing Location: Adding Sunday Sales to their **liquor, beer, wine, and alcohol catering license**. Shawntae Toone is the applicant for Audie James Gertler LLC dba Sheehan's Irish Pub, located at 2571 Central Ave, Augusta GA 30904. District 1, Super District **9 (Approved by Public Services Committee November 24, 2026)**

7. Motion to **approve** a request by **Planning & Development to renew the existing 2026 Alcohol Licenses for 2027**. These licenses include Sunday Sales, Liquor Stores, Wholesale Dealers, Alcohol Catering, Cigar Lounges, Incidental, Hybrid, and an Adult Bookstore. **(Approved by Public Services Committee November 24, 2026)**

8. Motion to **approve** an updated to the Public Art Policy for the Greater Augusta Arts Council to use with the Public Art Advisory Panel.**(Approved by Public Services Committee November 24, 2026)**

9. Motion to **approve** the purchase of four (4) sculptures and acceptance of two (2) donated sculptures to the City's permanent public art collection along the Augusta Sculpture Trail and authorize the Mayor execute documents related to the transfer of ownership from the artist to the City.**(Approved by Public Services Committee November 24, 2026)**

10. Motion to **approve** Augusta Regional Airport (AGS) – Approve and accept the United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant agreement. Approved by the Augusta Aviation Commission 10/29/26.**(Approved by Public Services Committee November 24, 2026)**

11. Motion to **approve A**ugusta Regional Airport (AGS) & Daniel Field Airport (DNL) - Approve & execute the Augusta Regional Transportation Study (ARTS) Unified Planning Work Program Grant for Augusta Regional & Daniel Field Airports.**(Approved by Public Services Committee November 24, 2026)**

12. Motion to **approve** extension for landscape maintenance for mowing services in the amount of **$126,240.00** to Jacobs Lawn Management from January 1, 2027-December 2027 with the execution of a new purchase order.**(Approved by Public Services Committee November 24, 2026)**

13. Motion to approve extension for landscape maintenance for mowing services in the amount of **$88,800.00** to Rise and Shine Lawn Care from January 1, 2027-December 2027 with the execution of a new purchase order.**(Approved by Public Services Committee November 24, 2026)**

ADMINISTRATIVE SERVICES

14. Motion to **approve** the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge utilizing GA State Contract for the Tax Commissioners Office. **(Approved by Administrative Services Committee November 24, 2026)**

15. Motion to **approve** Augusta Housing Authority PHA Number: GA001 PHA 5-Year Plan and Annual Plan.**(Approved by Administrative Services Committee November 24, 2026)**

16. Motion to **approve** of the following annual bid item, as the estimated annual purchases for these items are expected to exceed **$25,000.00**. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 27-066 Warehouse Supplies / Utilities Department, 27-053 Welding and Fabrication and 27-129 Landscape Maintenance Services / Engineering and Environmental Services Department. The recommendation for the award is for a one-year term

with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.**(Approved by Administrative Services Committee November 24, 2026)**

17. Motion to **approve** the City's use of **The Interlocal Purchasing System (TIPS)** Cooperative Agreement No. 260103, awarded to AFFLINK LLC for Janitorial and Sanitation Supplies and Services, to purchase eligible CDBG-CV coronavirus prevention supplies and portable air purifiers through KAMO Manufacturing Co. Inc., subject to verification of its authorization as a reseller under the award for an amount of **$387,190.28.(Approved by Administrative Services Committee November 24, 2026)**

18. **Motion to Reject** the Unsolicited Proposal for Creative Outdoor Adverting Public Space Amenities Program - Submitted by Creative Outdoor Advertising of America (COA). **(Approved by Administrative Services Committee November 24, 2026)**

19. Motion to **approve** five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes using HOME Partnership Funds under the existing MOU. The next five property addresses are listed **1)** 1851 Wilhelm Lane **2)** 1858 Walker St. **3)** 1843 Telfair St **4)** 1847 Telfair St **5).** 1850 Hicks St. **(Approved by Administrative Services Committee November 24, 2026)**

20. Motion to **approve** five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU). **(Requested by Commissioner Jordan Johnson)(Approved by Administrative Services Committee November 24, 2026)**

ENGINEERING SERVICES

21. Motion to **approve** the award of the Construction Contract for the 15th Street (Government Road to Walton Way) Improvements Transportation Investment Act (TIA) Project (PI No. 0017618) to Summit Construction & Development, LLC (Summit) in the amount of **$5,426,485.75** for, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #26-183. **(Approved by Engineering Services Committee November 24, 2026)**

22. Motion to **approve** and Authorize three-month extension (**January 1, 2027 to March 31, 2027)** of the Augusta Downtown Receptacles and Noncompliance & Illegal Dumping Waste disposal services contract with Coleman Sanitation**. Bid 19-135/AE. (Approved by Engineering Services Committee November 24, 2026)**

23. Motion to **approve** supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase2) of the Design Consultant Services Agreement to Practical Design Partners, LLC (PDP) in the amount of **$860,419** for the TIA Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project (PI0017630). AE/ RFQ 24-153. **(Approved by Engineering Services Committee November 24, 2026)**

24. Motion to **approve** supplemental funding (SA7) in the amount of **$72,700** to Hussey Gay Bell (HGB) for Construction Engineering and Inspection (CEI) services during construction phase of the TIA funded Broad Street Improvements Project (PI#0011382). AE / RFP 18-311 (19ENG752) **(Approved by Engineering Services Committee November 24, 2026)**

25. Motion to **approve** the award of the Construction Contract for the Greene Street – Part 2 (5th Street to 13th Street) Improvements Project (PI No. 0021263) to Summit Construction & Development, LLC (Summit) in the amount of **$6,592,429.25,** subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to execution of PI#

0021263 Construction Contract by the GDOT & Augusta, Georgia. AE / Bid 26-184.**(Approved by Engineering Services Committee November 24, 2026)**

26. Motion to **approve** supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase2A) of the Design Consultant Services Agreement to Kimley-Horn (KH) in the amount of $400,000 for the TIA Highland Ave (Wrightsboro Rd to Gordon Hwy) and **$623,544** for the TIA Milledgeville Road (N Leg-Barton C.**(Approved by Engineering Services Committee November 24, 2026)**

27. Approve & Award RFP 26-147-"On-Call Property Appraisal & Acquisition Professional Services" Contract to CHB Acquisition Services, LLC, Atlas Technical Consultants, LLC, and LJA Engineering Inc., subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/26-147. **(Approved by Administrative Services Committee November 24, 2026)**

28. Motion to **approve** Engineering Support Services for Utilities Waterline Upgrade. **(Approved by Engineering Services Committee November 24, 2026)**

29. **Motion to** approve Engineering Support Services for Fort Gordon DCIP Grant Application. **(Approved by Engineering Services Committee November 24, 2026)**

30. Motion to **approve** Engineering Support Services for JB Messerly Electrical Gear in the amount of **$150,420.00** to Adurra. (RFQ 24-132). **(Approved by Engineering Services Committee November 24, 2026)**

31. Motion to **approve** Amendment to the 2027 agreement with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities. **(Approved by Engineering Services Committee November 24, 2026)**

32. Motion to **approve** Sibley Mill Cost Share Agreement. **(Approved by Engineering Services Committee November 24, 2026)**

33. Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of **$160,322.00 f**or Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction. AE / RFP 25-179. **(Approved by Engineering Services Committee November 24, 2026)**

PUBLIC SAFETY

34. Motion to **approve** replacement of the current furniture throughout the court utilizing KM Interior Designer through the state contract in the amount of $76,249.59.**(Approved by Public Safety Committee November 24, 2026)**

PETITIONS AND COMMUNICATIONS

35. Motion to **approve** the minutes of the **Commission's November 17, 2026** meeting.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 36-52)

PUBLIC SERVICES

36. Motion to **approve** the Temporary Use License Agreement between Augusta and the Sand Hills Neighborhood Association and to authorize the Mayor execute documents related to the agreement. **(Requested by Administration)**

37. Motion to **approve** payment to Richmond County Board of Education in the amount of $56,447.96 for ½ cost of T.H. Garrett Gym floor replacement. **(Requested by Administration)**

38. Motion to **approve** additional funding sources for Boykin Road Park project in the amount of $1,485,041.73 and May Park improvement project in the amount of $1,924,247.50; to approve associated SPLOST 7 Excess Collections; and to authorize the mayor to execute the contracts and all related documents. **(Requested by Administration)**

39. **Ms. Christie Stewart** Manhood & Womanhood Tour (MWT) - Request for Consideration of a City-Owned Facility Partnership to Support Youth Development, Community Safety, and Recidivism Prevention. **(Deferred from the November 17, 2026 Commission with an update from Administration)**

ADMINISTRATIVE SERVICES

40. Motion to approve payment of the approved contribution for a medical research facility at Augusta University from 2026 SPLOST 9 revenue. **(Requested by Administration)**

41. Motion to **approve** change orders for the Appleby Branch Library renovation project in the amount of $599,600.27 to address unforeseen conditions and $50,000.00 in additional project contingency, with corresponding allocation from available SPLOST 7 funds.**(Requested by Administration)**

42. Motion to approve extension of State Lobbying and Legislative Representation Services agreement with Holland & Knight LLP for one year, through December 31, 2027 (awarded under RFP #25-300). **(Requested by Administration)**

ENGINEERING SERVICES

43. Motion to **determine** whether or not a portion of Johns Road, beginning where Johns Road intersects with Gardner Street to where it dead ends at the intersection of Johns Road and Fitten Street, consisting of approximately 0.57 acres as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, per results of the public hearing held November 18, 2026 regarding the issue Of abandonment pursuant to O.C.G.A. 532-7-2. **(Requested by General Counsel)**

44. Motion to **approve** the purchase of a two Peerless Pumps for Golden Camp Booster Station. **(Requested by Commissioner Don Clark)**

45. Motion to **approve** the purchase of a Vaughn Chopper Pump for the Apple Valley Lift Station. **(Requested by Commissioner Don Clark)**

46. Motion to **approve** a change order to increase Purchase Order 25AUA498 $290,000.00, for asphalt patch repairs through December 31, 2026. **(Requested by Commissioner Don Clark)**

47. Engineering Support Services for Utilities. **(Forwarded to full Commission with no recommendation from Engineering Services Committee on November 24, 2026)**

FINANCE

48. Motion to **approve** the Funding Addendum for the Temporary Sculpture Festival, related to the MOU between Augusta and the Greater Augusta Arts Council and to authorize the mayor execute documents related to the funding addendum. **(Requested by Administration)**

PUBLIC SAFETY

49. Motion to approve the local rule for calculating/establishing the State Court Judges salary and resulting adjustment. **(Requested by Administration)**

50. Motion to **approve** a contract amendment with Treanor, Inc. for full design services at the Charles B. Webster Detention Center, under RFP 24-217. **(Requested by Administration)**

51. Motion to **approve** probation supervision services to CSRA Probation Services, Inc. for another year. **(Requested by Administration)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

December 1, 2026

GICH Presentation

Department:	N/A
Presenter:	N/A
Caption:	Year End GICH presentation by the Augusta GICH Team. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	**Congratulations!** November 2026 Years of Service 5-20 and 25-50 YOS recipients
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
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Augusta-Richmond County
535 Telfair Street, Suite 400, Augusta, GA 30901
(706) 821-2303 | Fax: (706) 821-2867
www.augustaga.gov

November 16, 2026

Department Directors & Elected Officials,

Augusta-Richmond County remains committed to recognizing and celebrating the dedication, service, and contributions of our employees. Through the Employee Incentive Awards Program (EIAP), approved by the Commission on June 16, 2009, employees are honored for their commitment to public service and the positive impact they make within our organization and community.

We are pleased to announce that the following employee(s) have reached the **5-20** Years of Service milestone during the month of **November 2026** and are eligible to receive a Years of Service Certificate and commemorative lapel pin in recognition of their continued dedication to Augusta-Richmond County:

NAME	DEPARTMENT	YEARS OF SERVICE
RENEE PATTERSON	Clerk of Superior Court	5
LAUREN STACY	District Attorney	5
MONICA EPHRAIM	Civil Court-Marshal	5
ALAIN GAGNE	Sheriffs' Office	5
REBEKAH JOACHIM	State Court	5
KAYLA WHITE	Solicitor's Office	5
TONI WILKES	Citizens' Service & Information	10
KARLA SANCHEZ	Clerk of Superior Court	10
ADRIENNE GAINES	Solicitor's Office	10
ALISA WHITE	Sheriffs' Office	15
JOSEPH MCGARY	Utilities	20
MELISSA GARCIA	Tax Assessors Office	20
LINDA THOMAS	Tax Assessor Office	20

Human Resources will provide the Years of Service certificates and lapel pins for distribution. We encourage department leadership to recognize recipients through a department meeting, presentation, or other appropriate acknowledgment that highlights their contributions and commitment to public service.

Thank you for your partnership in ensuring that these employees receive the recognition they have earned through their years of dedicated service.

Anita Rookard
Director of Human Resources

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

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November 16, 2026

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Augusta-Richmond County remains committed to recognizing and celebrating the dedication, service, and contributions of our employees. Through the Employee Incentive Awards Program (EIAP), approved by the Commission on June 16, 2009, employees are honored for their commitment to public service and the positive impact they make within our organization and community.

We are pleased to announce that the following employee(s) have reached the **25-50** Years of Service milestone during the month of **November 2026** and are eligible to receive a Years of Service plaque and commemorative lapel pin in recognition of their continued dedication to Augusta-Richmond County:

NAME	DEPARTMENT	YEARS OF SERVICE
SHAWN CHILTON	Fire	25
RYAN GOODSON	Fire	25
WALTER JONSKE	Fire	25
HARRY MACKY, III	Fire	25
LERONE BEASLEY	Fire	25
BRIAN CAMERON	Augusta Regional Airport- Bush Field	25
SONYA JOHNSON	Housing & Community Development	25
JAMES THOMPSON	Fire	30
DEBRA BEAZLEY	Utilities	40
RHONDA EVANS	Civil Court- Marshal	45

The recipients will be recognized by the Mayor, Commission, and City Administrator during the recognition portion of the Commission Meeting scheduled for **Tuesday, December 1, 2026 at 2:00 PM**.

We respectfully request that arrangements are made for the employee(s) listed above to attend this meeting. All recipients should report to the Commission Chambers no later than 1:45 p.m. to ensure adequate time for seating.

Thank you for your partnership in recognizing these exceptional employees and celebrating the years of service they have dedicated to Augusta-Richmond County.

Anita Rookard
Director of Human Resources

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

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Gregory Uhl** regarding Nixon Technology Campus Data Center.
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

Agenda Item Request Form

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

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

12/1/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Gregory Uhl

Address *

547 Craig Rd

Telephone Number *

7066272354

Fax Number

Email Address *

lecksconcord@gmail.com

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

Nixon Technology Campus Data Center

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

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

Submission Date

11/18/2026 9:57 PM

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Paul Wheeler**-Short term rentals in regards to zoning ordinance re-write.
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

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

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Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

12/1/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Paul Wheeler

Address *

421 Ashland Dr

Telephone Number *

9129966853

Fax Number

Email Address *

technaholic@gmail.com

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

Short term rentals in regards to zoning ordinance re-write

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

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

Submission Date

11/19/2026 12:13 PM

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Jeff Brotherton** CSRA -Short Term Rental Alliance: Why Regulation is Preferable to a Near-Citywide Ban on Short Term Rentals
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

Agenda Item Request Form

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

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Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

12/1/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Jeff Brotherton

Address *

143 Woodstone Way North Augusta, SC 29860

Telephone Number *

706-504-7005

Fax Number

Email Address *

brothertonjeff@gmail.com

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

CSRA -Short Term Rental Alliance: Why Regulation is Preferable to a Near-Citywide Ban on Short Term Rentals

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

Meeting location:

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

Submission Date

11/23/2026 9:11 AM

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Vera Braddy** regarding proposed Data Center off Mike Padgett Hwy.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**C-CAPE by Zakiya Mabery** regarding Data Center zoning district and governance.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Octavia Collins** regarding Z-26-18 Rezoning (Data Center District)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Carlatrena Walker** regarding opposition to proposed Scott-Nixon Data Center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Melisa Gilbert** regarding Data Center
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Tierra Vogelsong** regarding Data Center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Elain Bailey** regarding Data Center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Dorothy** regarding Data Center Nixon Tech.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Jeremy Clayton Whitt** regarding Stopping the rezoning of 383 acres to allow a data center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Catherine Davis** regarding Zoning.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Joanne Puleo** regarding the Commission's vote on Data Center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Amber Porterfield** regarding Data Center Ordinance, Planning Commission and continuance of the November 23rd 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

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Brittney Brown** regarding Nixon Data Center zoning request.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Anthony Braddi**x regarding Data Center on 4-H Club Road.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Annette Turner-** Opposition of Data Center in my neighborhood.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Iris Fordham** regarding Data Center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Deena Dowd** regarding Data Center built in Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Heather Powell** regarding potential Data Center issues.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Moses Todd** regarding Data Centers' possible negative or positive impact on Augusta- Richmond County Georgia; DC benefit package and impact zones trust fund.
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

Engineering Services Committee

November 24, 2026

Georgia Power Tree Trimming Policy

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Debra Estep**-City contract on Georgia power tree trimming policy near power lines and city through ways as well as impact of Georgia Power on property and homes of the citizens of Augusta. Ask for firmer accountability and response to trees that pose a threat to private properties and homes.
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

Agenda Item Request Form

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

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- ○ Commission
- ○ Public Safety Committee
- ○ Public Services Committee
- ○ Administrative Services Committee
- ◉ Engineering Services Committee
- ○ Finance Committee

Meeting Date *

11/24/2026

Contact Information for Individual/Presenter Making the Request:

Name *

debra estep

Address *

1523 johns rd

Telephone Number *

7063390848

Fax Number

Email Address *

wondercusp@gmail.com

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

City contract on Georgia power tree trimming policy near power lines and city through ways as well as impact of Georgia Power on property and homes of the citizens of Augusta. Ask for firmer accountability and response to trees that pose threat to private property and homes.

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

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

Submission Date

11/14/2026 10:31 AM

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Joanna Nabholz** regarding Short Term Rental Ordinance and potential impact on Augusta's economy, local jobs, small business, property values and tourism.
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

Agenda Item Request Form

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

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

12/1/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Joanna Nabholz

Address *

906 Papaya St Augusta GA 30904

Telephone Number *

4088597879

Fax Number

Email Address *

jnabholz@aquent.com

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

I am requesting an opportunity to address the Augusta Commission regarding the proposed short-term rental ordinance and the potential impact it could have on Augusta's economy, local jobs, small businesses, property values, and tourism.

I have a significant investment in Augusta and a strong interest in the continued success of this community. Through our properties, we have invested considerable resources into renovations, improvements, and ongoing maintenance, supporting local contractors, electricians, plumbers, cleaners, landscapers, and numerous other small businesses.
My concern is that the proposed restrictions could have far-reaching economic consequences that may not be fully understood or considered. Visitors staying in short-term rentals support Augusta restaurants, coffee shops, retail establishments, and service providers throughout the year, not just during Masters Week.

I also believe it is important to distinguish between responsible short-term rental operators and properties that have created legitimate, documented problems. Neighborhood safety is important, but decisions should be based on facts rather than assumptions about short-term rental guests.

I would appreciate the opportunity to share information, discuss the potential unintended consequences of the proposed ordinance, and encourage a thoughtful, balanced approach that protects neighborhoods while preserving local jobs, private investment, tourism, and economic opportunity.

Ultimately, we all want to see Augusta thrive, and I believe there is a way to address legitimate concerns without unnecessarily harming the people and businesses that contribute to its success.

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

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

Submission Date
11/10/2026 10:44 PM

Commission Meeting

December 1, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. James B. Trotter** regarding Nixon Campus Data Center.
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

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

✓	Commission	Date of Meeting 12·1·2026
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: JAMES B. TROTTER
Address: 3615 WALTON WAY EXT., AUGUSTA GA 30909
Telephone Number: 706·737·3138
Fax Number:
E-Mail Address: jim@trotterjones.com

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

NIXON CAMPUS DATA CENTER

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building

535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

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

Commission Meeting

December 1, 2026

Item Name: Z-26-18

Department: Planning & Development

Presenter: Adleasia Cameron, Director

Caption: **Z-26-18** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by 3 G Investments, LLC on behalf of The Nixon Trusts requesting a rezoning from zones A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) to zone DC (Data Center), affecting properties containing approximately 383 acres located at 1538 and 1550 Four H Club Road and 3806 Mike Padgett Highway. Tax Map #s 171-0-020-00-0, 158-0-006-07-0 and 171-0-008-00-0. District 1 (Commissioner Jordan Johnson).

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

If it's the pleasure of the Augusta Commission to approve this rezoning request, the following conditions will apply:

1. The proposed project must have a pre-application meeting with the Development Review Committee to provide Augusta's site development standards and regulations review process. This includes required conceptual plans, studies, and supporting documentation for review before the official submission of a Site Development Application.
2. Development must comply with the Engineering Department regarding road ownership and design.
3. Final layout of roads/streets alignment must be approved by the Engineering Department
4. The total height of any structure shall not exceed 75 feet, excluding the housing of elevators, equipment required to operate and maintain the building, and parapet walls, but no structure or any space above the height limit shall be allowed for the purpose of providing additional enclosed space for commercial use.
5. The development shall mitigate the wetlands with the Army Corps of Engineers on the property prior to site plan approval.
6. The proposed development shall comply with all requirements of the Traffic Engineering Department and Georgia Department of Transportation at the time of submittal for site plan approval.

7. All lighting shall be downcast and pointed away from the residential pr line.
8. The development is subject to the parking regulation set forth in the Comprehensive Zoning Ordinance.
9. The development must comply with all aspects of the Augusta Tree Ordinance.
10. As shown on the conceptual landscape plan dated September 28, 2026, maintain a minimum 100-foot natural buffer along Mike Padgett Highway, Doug Barnard Parkway, and Tobacco Road.
11. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with this rezoning application. The proposed development shall go through the Site Development Plan approval process in compliance with the Data Center and Site Plan Standards and Regulations of Augusta, Georgia.
12. This development project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: November 23, 2026
Case Number: Z-26-18
Applicant: 3 G Investments, LLC
Property Owner: The Nixon Trusts
Property Addresses: 1550 Four H Club Road and 3806 Mike Padgett Highway
Tax Parcel No(s): 158-0-006-07-0 and 171-0-008-00-0
Current Zoning: A (Agricultural), B-2 (General Business) & HI (Heavy Industrial)
Fort Gordon Notification Required: N/A
Commission District 1: Jordan Johnson
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from A (Agricultural), B-2 (General Business) & HI (Heavy Industrial) to DC (Data Center)	Data Center Campus	Section 24-A

SUMMARY OF REQUEST:

This application involves a rezoning request submitted by 3 G Investments, LLC, on behalf of The Nixon Trusts, to rezone approximately 383 acres from A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) to DC (Data Center). The properties are located at 1538 and 1550 Four H Club Road and 3806 Mike Padgett Highway.

The subject properties are identified by Tax Map Nos. 171-0-020-00-0, 158-0-006-07-0, and 171-0-008-00-0. The properties are located in Commission District 1, represented by Commissioner Jordan Johnson. The purpose of the request is to consolidate the existing zoning classifications under DC (Data Center) to accommodate the proposed development.

The concept plan submitted with the application includes the following:

- Establishment of a data center campus consisting of seven buildings, each situated at least 500 feet from the nearest residential properties.
- A 500-foot buffer with preservation of a significant number of existing trees and open space.
- Traffic Engineering Report which includes realignment and improvements to Four H Club Road to meet City standards.
- A primary entrance along the east side of Mike Padgett Highway.
- Additional access connections along Nixon Farm Road, International Boulevard, and Doug Bernard Parkway.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed development is generally consistent with the vision and development objectives outlined in the Envision Augusta 2023 Comprehensive Plan for East Augusta. The area contains a limited but established presence of industrial and warehousing uses scattered in the general area. Older industrial development is primarily clustered near Gordon Highway, while newer light industrial uses are generally located along arterial and collector roads near the Bobby Jones Expressway.

The proposed data center is consistent with this broader development pattern, particularly given the presence of existing industrial and light industrial uses within East Augusta. Its location and proposed use support the continued development of employment generating and industrial uses in areas where such development is already established or anticipated.

Overall, the proposed data center appears to support the Comprehensive Plan's broader vision for accommodating industrial development in East Augusta, provided that the zoning requirements, environmental considerations, and site development standards are adequately addressed.

CRITERIA TAKEN INTO CONSIDERATION:

The granting of a rezoning is subject to a finding by the Planning Commission that a petition meets all seven (7) criteria:

1. Whether the proposed zoning district and uses within that district are compatible with the purpose and intent of the comprehensive plan. The future development map and the future land use plan map of the city's comprehensive plan shall be used in decision-making relative to amendments to the official zoning map
   The petition requests rezoning approximately 383 acres from A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) to DC (Data Center). The subject properties are located at 1538 and 1550 Four H Club Road and 3806 Mike Padgett Highway. The proposed DC zoning district and the uses permitted within the district are consistent with the purpose and intent of the 2023 Comprehensive Plan. The Future Development Map and Future Land Use Plan Map should be considered in evaluating the request, the proposed zoning and intended development are consistent with the Plan's overall goals for appropriate land use, economic development, and the continued development of the area.
2. Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property;
   The location and character of the proposed data center are consistent with a desirable pattern of development in the area. The subject properties are situated within an established mix of commercial and industrial uses, with a significant portion of the surrounding area zoned HI (Heavy Industrial). The proposed DC (Data Center) zoning is compatible with the existing industrial character of the area and will support orderly and cohesive development consistent with the surrounding land uses.

3. Whether the existing use or usability of adjacent or nearby property will be adversely affected by one or more uses permitted in the requested zoning district;

   The requested DC (Data Center) zoning district limits permitted development to data center uses, providing a specific and limited range of uses on the subject properties. The proposed use is compatible with the surrounding mixture of commercial and industrial land uses and is consistent with the established industrial character of the area. Additionally, the proposed 500-foot separation from nearby residential properties, along with the preservation of existing trees and open space, will help minimize potential impacts and protect the existing use and usability of adjacent properties.

4. Whether there are substantial reasons why the property cannot or should not be used as currently zoned;

   The three parcels currently have a combination of A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) zoning classifications. The requested rezoning would consolidate these classifications under DC (Data Center), establishing a consistent zoning designation across the properties. The proposed use will activate the properties through additional economic activity and employment opportunities while introducing a new component of economic diversity within an established industrial area. The request is consistent with the Comprehensive Plan and compatible with the existing pattern of industrial development.

5. Whether public facilities such as roads, schools, water and sewer utilities, and police and fire protection will be adequate to serve the proposed zoning district and uses permitted;

   Police and fire protection services are expected to be accommodated through the existing public safety infrastructure, with the specific needs of the development, including emergency access, fire protection systems, and applicable life-safety requirements, to be evaluated during the site plan review process in coordination with the appropriate departments. The nature of the proposed use is not expected to create demands on public safety services comparable to residential or other high-occupancy developments.

   The existing street network provides adequate access to serve the proposed data center. The subject properties have frontage along Mike Padgett Highway, a Minor Arterial Road, with additional connectivity provided by Four H Club Road and nearby roadways, including Doug Bernard Parkway and Tobacco Road. The proposed improvements to Four H Club Road, along with the primary entrance from Mike Padgett Highway and additional access connections along Nixon Farm Road, International Boulevard, and Doug Bernard Parkway, will further enhance site accessibility and connectivity to the surrounding road network. These improvements will support the anticipated development and provide multiple points of access to the site.

6. Whether the proposed zoning district and uses permitted within that zoning district are supported by new or changing conditions not anticipated by the comprehensive plan or reflected in the existing zoning on the property or surrounding properties; and

   The request would establish a uniform DC (Data Center) zoning classification across properties currently zoned A, B-2, and HI. The extent to which this change is supported by existing or emerging development patterns will be fully evaluated in relation to the surrounding land uses and anticipated industrial development.

7. Whether the proposed zoning district and uses permitted within that zoning district reflect a reasonable balance between the promotion of the public health, safety, morality or general welfare and the right to unrestricted use of property.

   The requested DC (Data Center) zoning district establishes a specific regulatory framework intended to accommodate data center development while balancing the reasonable use of private property with the public health, safety, and general welfare. The request would consolidate the existing A (Agricultural), B-2 (General Business) and HI (Heavy Industrial) zoning classifications under a single designation, providing greater consistency in how the subject properties are regulated. The proposed district also limits the range of permitted uses to those specifically intended for data center development, rather than allowing an unrestricted range of industrial or commercial activities. Future development will remain subject to site plan review, utility coordination, environmental requirements, transportation considerations, fire and life-safety standards, and all other applicable approvals. These requirements provide an additional level of oversight to address potential impacts and protect surrounding properties.

FINDINGS:

1. The petition requests a rezoning from A (Agricultural), B-2 (General Business), and HI (Heavy Industrial) to DC (Data Center).
2. The subject properties contain approximately 383 acres and are located at 1538 and 1550 Four H Club Road and 3806 Mike Padgett Highway.
3. The proposed development includes seven buildings, each located at least 500 feet from the nearest residential properties, along with a 500-foot buffer incorporating the preservation of existing trees and open space.
4. The Georgia Planning Act authorizes the Department of Community Affairs (DCA) to establish DRI thresholds and review procedures to improve communication and coordination among local, regional, and state governments and minimize the potential impacts of significant development. DRI thresholds include projects exceeding 500,000 gross square feet, 1,600 employees, or 400 acres. An initial DRI package, including the Initial DRI Information and Part 2 Information Form, was submitted to DCA on October 12, 2026. DCA issued its findings on November 18, 2026, with no comments or objections received from surrounding jurisdictions or reviewing agencies.
5. The traffic study submitted with the application estimates that the proposed development will generate approximately 1,438 daily vehicle trips, including 177 trips during the morning peak hour and 167 trips during the evening peak hour. The proposed roadway improvements include an internal realignment of 4-H Club Road and three full-access connections to the surrounding roadway network:
   - Extension of Nixon Farms Road to connect with Old Waynesboro Road at its signalized intersection with SR 56.
   - Existing intersection of SR 56 and 4-H Club Road.
   - Existing intersection of Doug Barnard Parkway and 4-H Club Road.
6. The site will be served by Augusta Utilities. The estimated water supply demand to be generated by this project, according to the applicant, is 1600 gallons per day. The system will be closed loop.

Sufficient water supply capacity is available to serve the project. No water line extension will be required to serve this project.

7. Georgia Power will supply energy to this site. The projects estimated peak connected electrical load will be 600 Megawatts. According to the applicant existing electrical transmission and distribution infrastructure are sufficient to serve the proposed project. There may also be turbine generators for power backups with battery storage.
8. According to the FEMA Flood Insurance Rate Maps (FIRM), the subject properties are not located within a Special Flood Hazard Area.
9. Augusta-Richmond County GIS mapping identifies several wetlands on the subject properties.
10. There are currently no public transit stops located in the general vicinity of the site.
11. According to the 2026 Georgia Department of Transportation State Functional Classification Map, Mike Padgett Highway, Doug Bernard Parkway, and Tobacco Road are classified as Minor Arterial Roads, while Four H Club Road is classified as a Local Road.
12. The proposed development includes the realignment and improvement of Four H Club Road to meet City standards, a primary entrance along the east side of Mike Padgett Highway, and additional access connections along Nixon Farm Road, International Boulevard, and Doug Bernard Parkway.
13. The surrounding area consists of a mix of commercial, residential, agricultural, and industrial zoning districts. Properties to the east and north are zoned A (Agricultural), LI (Light Industrial), and HI (Heavy Industrial). Properties to the south are zoned A (Agricultural), R-MH (Manufactured Home Residential), B-2 (General Business), and HI (Heavy Industrial). Properties to the west are zoned A (Agricultural), R-1 (One-Family Residential), B-2 (General Business), LI (Light Industrial), and HI (Heavy Industrial). The proposed development provides a minimum 500-foot separation from the nearest residential properties. The proposed DC (Data Center) zoning would consolidate the existing industrial and commercial zoning designations while establishing a district specifically intended to accommodate data center development.
14. At the time of completion of this report, staff have received several inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- Proposed technology center provided conceptual layout indicates realignment of existing 4-H Clun Road. However, proposed road is terminating at cul-de-sac and no connectivity to Doug Bernard. Connectivity to Doug Bernard shall be maintained.

  Per provided conceptual layout, potential future commercial area is proposed at northern boundary (Hwy 56 side) of residential home. This area is between proposed realigned 4-H club Road and residential boundary. Consider flipping road to residential boundary and this commercial area to opposite side (northern) to create wider separation between proposed land use and residential area.

Engineering Comments:

- None received at this time

Utilities Comments:

- Site visit indicated presence of above and underground utilities (see attached photos). Relocation of these utilities appears to be warranted. Utilities relocation agreement be worked out prior to approval of the proposed technology center.

Fire Comments:

- Must apply with Life Safety Standards

RECOMMENDATION: The Planning Commission recommends **Denial** of the rezoning request to DC (Data Center).

If it's the pleasure of the Augusta Commission to approve this rezoning request, the following conditions will apply:

1. The proposed project must have a pre-application meeting with the Development Review Committee to provide Augusta's site development standards and regulations review process. This includes required conceptual plans, studies, and supporting documentation for review before the official submission of a Site Development Application.
2. Development must comply with the Engineering Department regarding road ownership and design.
3. Final layout of roads/streets alignment must be approved by the Engineering Department
4. The total height of any structure shall not exceed 75 feet, excluding the housing of elevators, equipment required to operate and maintain the building, and parapet walls, but no structure or any space above the height limit shall be allowed for the purpose of providing additional enclosed space for commercial use.
5. The development shall mitigate the wetlands with the Army Corps of Engineers on the property prior to site plan approval.
6. The proposed development shall comply with all requirements of the Traffic Engineering Department and Georgia Department of Transportation at the time of submittal for site plan approval.
7. All lighting shall be downcast and pointed away from the residential property line.
8. The development is subject to the parking regulation set forth in the Comprehensive Zoning Ordinance.
9. The development must comply with all aspects of the Augusta Tree Ordinance.
10. As shown on the conceptual landscape plan dated September 28, 2026, maintain a minimum 100-foot natural buffer along Mike Padgett Highway, Doug Barnard Parkway, and Tobacco Road.
11. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with this rezoning application. The proposed development shall go through the Site Development Plan approval process in compliance with the Data Center and Site Plan Standards and Regulations of Augusta, Georgia.
12. This development project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.

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

TROTTER JONES LLP
William A. Trotter, III
James B. Trotter
David C. Jones
Michael L. Downing, Jr.

September 28, 2026

Ms. Adleasia Cameron
Director
Augusta Richmond County Planning and Development Department
535 Telfair Street, Suite 300
Augusta, Georgia 30901
Via Hand Delivery

RE: Rezoning Application
Tax Map & Parcel Nos.: 158-0-006-07-0 and 171-0-008-00-0; 1550 Four H Club Road and 3806 Mike Padgett Highway (the "Property")

Dear Ms. Cameron:

Enclosed please find an application to rezone the above-referenced Property from A, B-2 and HI to HI, as well as an application for a Special Exception for use as a technology campus. As we have discussed, a portion of this property is already HI, and it is surrounded by other parcels zoned HI and LI.

The Nixon Technology Campus comprises approximately 383 acres and is currently subject to three zoning designations: A, H-I, and B-2. The property is in eastern Richmond County, bounded by Mike Padgett Highway to the west, Doug Bernard Parkway to the east, and Tobacco Road to the north. To the south, the property is bordered by the Castle Pines Mobile Home Park and a vacant Heavy Industrial parcel.

A private, 20-foot-wide paved road, 4 H Club Road, traverses the property from east to west. Approximately 15 acres of the property are currently leased to the ALG Teaching Farm. The remainder of the property is vacant.

Surrounding land uses include the Castle Pines Mobile Home Park, several residential homes, New Life Baptist Church, and various commercial properties, including the new FedEx building. An existing 175-foot-wide high-voltage electric transmission easement is located along the western portion of the property. The Norfolk Southern railroad tracks are located along the eastern boundary, parallel to Doug Benard Parkway. Along 4 H Club Road, the Augusta Utilities Department operates two groundwater pumping stations and a water treatment facility. Directly across Doug Benard Parkway from the property is Augusta Regional Airport.

The property generally slopes gently from west to east and is predominantly vegetated with mature trees. Wetlands have been delineated on the property and will be preserved as part of the proposed development.

The proposed Nixon Technology Campus will include seven buildings, each of which will be located a minimum of 500 feet from existing residential properties, consistent with the new data center zoning ordinance. Within the 500-foot buffer, the applicant proposes to preserve a substantial number of existing mature trees to provide additional visual and acoustic buffering between the development and neighboring residential properties.

As part of the proposed development, 4 H Club Road will be realigned and improved to meet applicable County and State roadway standards. The primary entrance to the project will be located on the east side of Mike Padgett Highway. Additional access connections are proposed from Nixon Farm Road to the west, International Boulevard to the north, and Doug Benard Parkway to the east via the existing 4 H Club Road connection.

Given the existing and planned land uses surrounding the property, the site's location near major transportation infrastructure, the existing utility and industrial uses in the area, and the substantial setbacks and landscape buffers proposed adjacent to residential properties, the applicant and its land planner believe that the Nixon Technology Campus is well suited to the surrounding area and represents an appropriate use of the property within Richmond County.

Please let me know if you or the other members of the staff have any questions regarding these applications, or need any additional information.

Sincerely,

James B. Trotter

Enclosure – Rezoning Application
$1,250 Application Fee for Rezoning
$800 Application Fee for Special Exception

REZONING / SPECIAL EXCEPTION

FOR

NIXON TECHNOLOGY CAMPUS

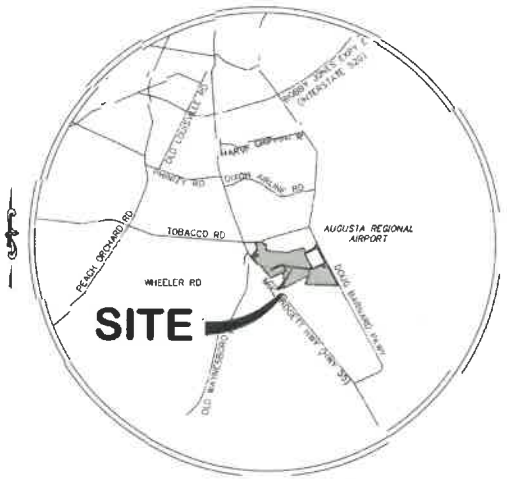
COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA

[redacted]
THE NIXON TRUSTS
2802 BELLEVUE AVENUE
AUGUSTA, GA 30909
706.373.8209

[redacted]
3G INVESTMENTS, LLC
13580 GROUPE DRIVE, SUITE 300
WOODBRIDGE, VA 22192
703.670.0985

[redacted]
TROTTER JONES LLP
3615 WALTON WAY EXT
AUGUSTA, GA 30909
706.737.3138

[redacted]
GROUPE, INC.
13580 GROUPE DRIVE
SUITE 200
WOODBRIDGE, VA 22192
703.670.0985



LOCATION MAP
1 INCH = 2 MILES

SHEET INDEX:

TITLE	SHEET NO.
COVER SHEET	1
CONCEPTUAL SITE PLAN	2
CONCEPTUAL UTILITY PLAN	3
CONCEPTUAL LANDSCAPE PLAN	4
CONCEPT PLAN RENDERING	5

GENERAL NOTES:

1. THE REZONING BOUNDARY, EXISTING EASEMENTS, AND ENCUMBRANCES ARE SHOWN HEREON IN ACCORDANCE WITH THE ALTA/NSPS LAND TITLE SURVEY OF THE NIXON ESTATE, PREPARED BY CRANSTON ENGINEERING, DATED JULY 28, 2026, CERTIFIED SEPTEMBER 17, 2026.

2. EXISTING WETLANDS AND STREAM DATA ARE SHOWN HEREIN IN ACCORDANCE WITH THE WATERS OF THE U.S. DELINEATION REPORT PREPARED BY ECS DATED JULY 13, 2026.

General Office
13580 Groupe Drive, Suite 200
Woodbridge, VA 22192

South Office
10333 Southern Maryland Blvd, Suite 121
Dunkirk, VA 20754

West Office
9 E Loudoun Street, SE
Leesburg, VA 20175

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GROUPE.COM | 703.670.0985

The Engineering Groupe, Inc.

NO.	DATE	COUNTY REVISIONS

COVER SHEET
NIXON TECHNOLOGY CAMPUS
REZONING/SPECIAL EXCEPTION
COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA

ENGINEERING GROUPE PROJECT STATUS		
DATE	ACTION	

DATE: SEPT. 28, 2026
SCALE: AS SHOWN
DESIGNER: TM
DRAFTSMAN: DMB
FILE NO. P-116
SHEET 1 OF 5

G:\PROJECT\Nixon Technology Campus\PLANNING\DWG\Rezoning\GCP0901 9.16.26.dwg

GENERAL NOTES:
1) THE LAYOUT, AS SHOWN HEREON, INCLUDING THE LOCATIONS AND SIZES OF BUILDINGS, PARKING, LOADING, STORMWATER MANAGEMENT, UTILITIES, AND LANDSCAPE AREAS IS CONCEPTUAL, SUBJECT TO MODIFICATIONS WITH SITE PLAN REVIEW & APPROVAL, SUBJECT TO CONDITIONS, AUGUSTA COUNTY ZONING/DESIGN STANDARDS, AND FINAL ENGINEERING.
2) THE DEVELOPMENT SUMMARY INCLUDES THE I-1 DEVELOPMENT STANDARDS FROM THE COMPREHENSIVE ZONING ORDINANCE LAST AMENDED SEPTEMBER 2022, AND THE FINAL DRAFT DATA CENTER ORDINANCE APPROVED BY THE COMMISSION ON SEPTEMBER 15, 2026.
GRAPHIC SCALE
1 inch = 300 ft.
APPROX. LOCATION HATTERLINE CONNECTION
4-H CLUB ROAD
NIXON FARM ROAD
TOBACCO ROAD
INTERNATIONAL BOULEVARD
HATTERAS ROAD
SUBSTATION AREA
PROPOSED 2-STORY BUILDING
SHIPPING YARD
100' BUFFER
25' SETBACK
50' SETBACK
AUGUSTA REGIONAL AIRPORT
DEVELOPMENT SUMMARY:
PARCEL NUMBERS: 158-2-004-01-0, 171-3-020-00-0
TOTAL SITE AREA: ±360 ACRES
EXISTING ZONE: A, I-1, B-2
PROPOSED ZONE: I-1
POTENTIAL USES: DATA CENTER, COMMERCIAL
POTENTIAL FLOOR AREA: ±2-3 MILLION SQ. FT.
I-1 DISTRICT STANDARDS:
MAX. HEIGHT: 80'
SETBACKS:
FRONT: 40'
SIDE YARD: 10'
REAR YARD: 25'
MIN. TREE CANOPY: 30%
MAX. LOT COVERAGE: 80%
MIN OPEN SPACE: 20%
OPEN SPACE PROVD: ±805 ±150 AC
(INCLUDES TREE SAVE AREA)
ZD SECTION 24-A1 DATA CENTER STANDARDS:
SETBACKS:
ADJ. TO I/I: 0-25'
ADJ. TO RESIDENTIAL: 100'
ADJ. TO OTHER PROPERTIES: 100'
HEIGHT: 75'
PARKING REQUIRED:
MANUFACTURING: 1 SPACE/1,000 SQ. FT.
TRADE/WAREHOUSE: 1 SPACE/1,000 SQ. FT.
DATA CENTER: 1 SPACE/2 EMPLOYEES
COMMERCIAL: ±1 PER COMPANY VEHICLE
±20 SEC. 4-2 (4)
CONCEPTUAL SITE PLAN
NIXON TECHNOLOGY CAMPUS
REZONING/SPECIAL EXCEPTION
COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA
NO. DATE COUNTY REVISIONS
ENGINEERING GROUPE PROJECT STATUS
DATE ACTION
DATE: SEPT. 28, 2026
SCALE: 1"=300'
DESIGNER: TM
DRAWN BY: DMB
FILE NO. P-118
SHEET 2 OF 5
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CROUPE.COM | 703-670-0985
Council Office
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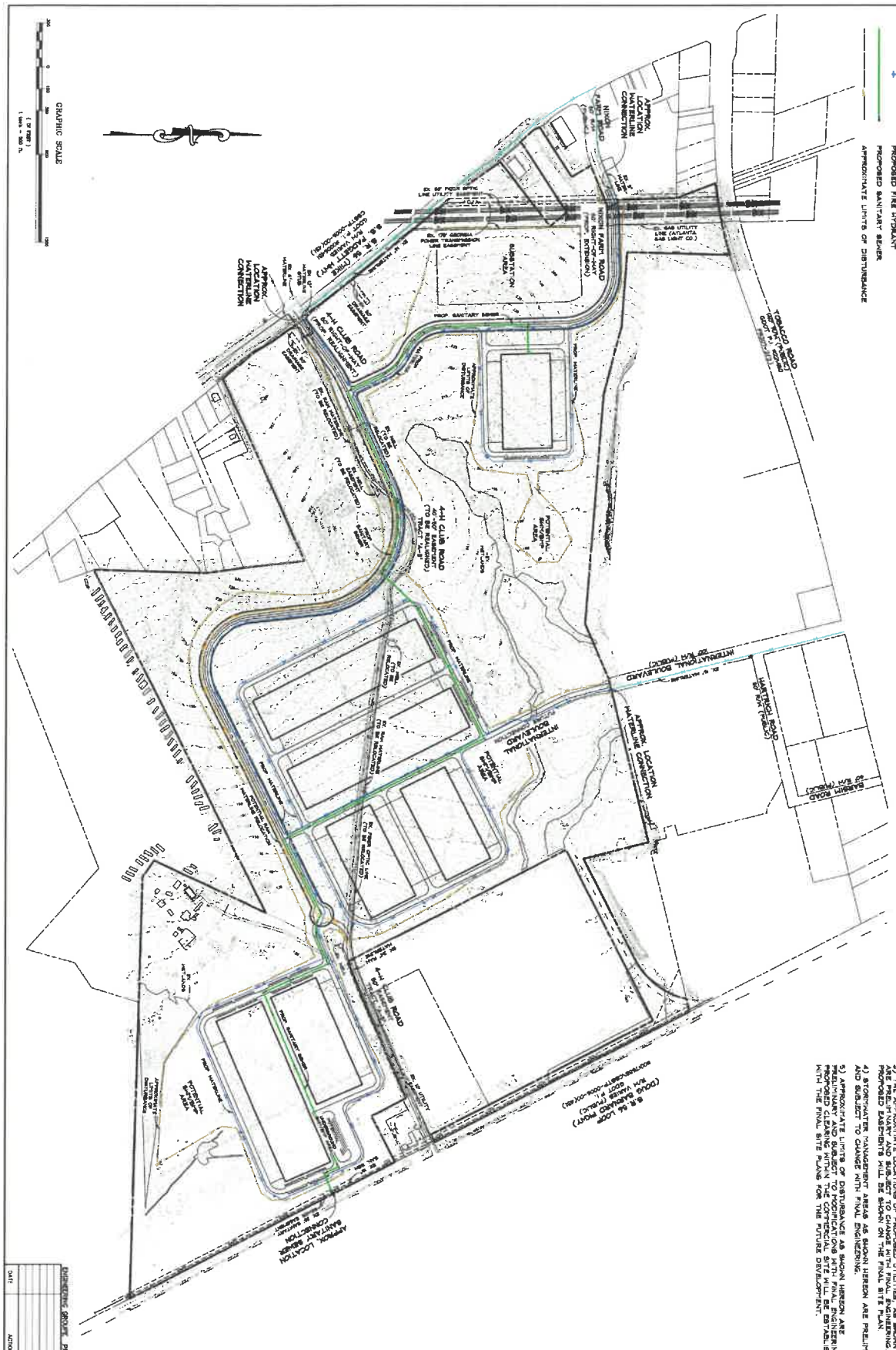
Woodbridge, VA 22192
South Office
10333 Southpoint Landing Blvd, Suite 121
Fredericksburg, VA 22407
West Office
9 Loudoun Green, SE
Leesburg, VA 20175



ENGINEERING GROUP PROJECT STATUS

DATE	ACTION

SCALE: 1"=300'
DESIGNED: TM
DRAWN: DMB
CHECKED: DMB
FILE NO. P-116
SHEET 3 OF 5
DATE: SEPT. 25, 2025

CONCEPTUAL UTILITIES PLAN
NIXON TECHNOLOGY CAMPUS
REZONING/SPECIAL EXCEPTION
COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA

NO.	DATE	COUNTY REVISIONS

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South Office
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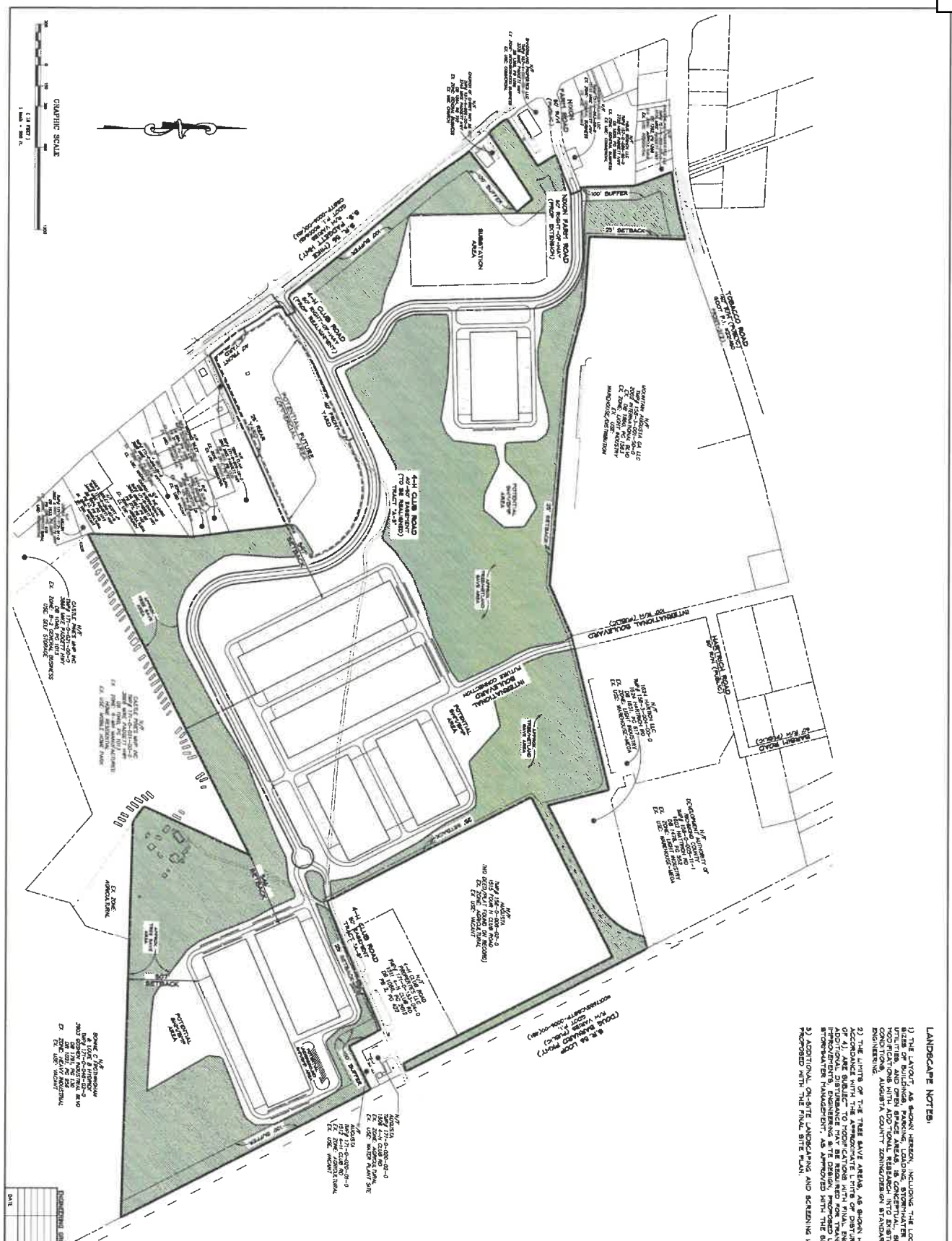
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175



LANDSCAPE NOTES:

1) THE LAYOUT, AS SHOWN HEREON, INCLUDING THE LOCATIONS AND SIZES OF BUILDINGS, PARKING, LOADING, STORMWATER MANAGEMENT, UTILITIES, AND OTHER SITE FEATURES ARE SUBJECT TO MODIFICATIONS WITH ADDITIONAL RESEARCH INTO EXISTING SITE CONDITIONS, AUGUSTA COUNTY ZONING/DESIGN STANDARDS, AND FINAL ENGINEERING.

2) THE LIMITS OF THE TREE SAVE AREAS, AS SHOWN HEREON IN ACCORDANCE WITH THE APPROXIMATE LIMITS OF DISTURBANCE (SHEET 3 OF 5), ARE SUBJECT TO CHANGE DUE TO FINAL GRADING AND ADDITIONAL DISTURBANCE MAY BE REQUIRED FOR TRANSPORTATION IMPROVEMENTS, ENGINEERING SITE DESIGN, PROPOSED UTILITIES, AND STORMWATER MANAGEMENT, AS APPROVED WITH THE SITE PLAN.

3) ADDITIONAL ON-SITE LANDSCAPING AND SCREENING WILL BE PROPOSED WITH THE FINAL SITE PLAN.

DATE	ACTION

ENGINEERING GROUP: PROJECT STATUS

DATE: SEPT. 26, 2008
SCALE: 1"=300'
DESIGNER: DM
DRAFTSMAN: DMD
FILE NO. P-116
SHEET 4 OF 5

CONCEPTUAL LANDSCAPE PLAN
NIXON TECHNOLOGY CAMPUS
REZONING/SPECIAL EXCEPTION
COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA

NO.	DATE	COUNTY REVISIONS

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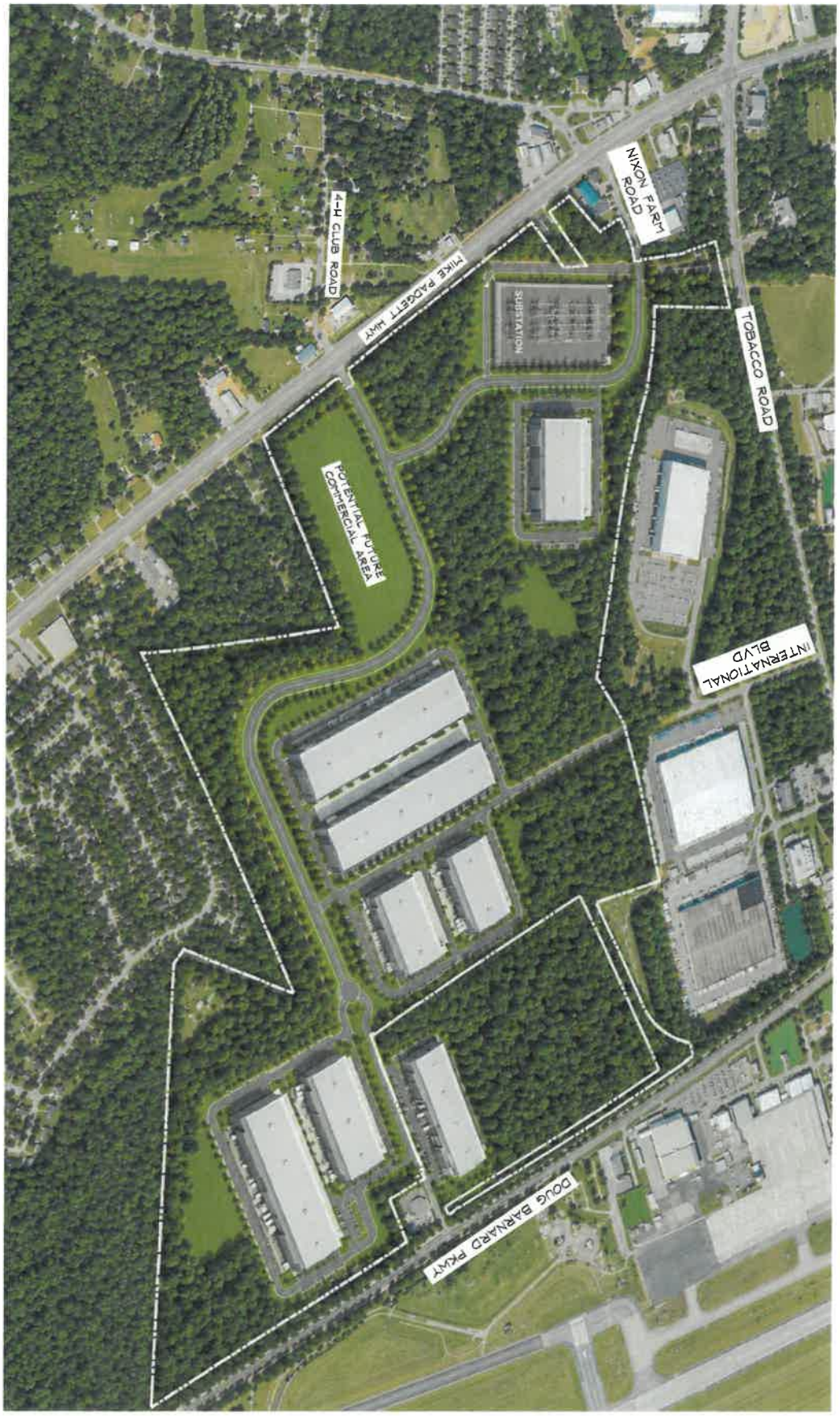
Central Office
13560 Georgetown Pike,
Suite 200
Woodbridge, VA 22192

South Office
10353 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175



FOR ILLUSTRATIVE PURPOSES ONLY

ENGINEERING GROUP PROJECT STATUS

DATE	ACTION

SCALE: N.T.S.
DESIGNED BY: JM
DRAWN BY: DMR
CHECKED BY:
FILE NO. P-1118
SHEET 5 OF 5
DATE: SEPT. 26, 2025

CONCEPT PLAN RENDERING

NIXON TECHNOLOGY CAMPUS
REZONING/SPECIAL EXCEPTION

COMMISSION DISTRICT 1
AUGUSTA-RICHMOND COUNTY, GEORGIA

NO	DATE	COUNTY REVISIONS

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Woodbridge, VA 22192

Branch Office
10535 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

Georgia Centennial Farms: The online listing of Georgia Centennial Farms indicates no such properties located within 1.0 km of the project area.

Archeological Surveys and Resources: Records of GNAHRGIS identify four previous cultural resource survey projects within 1.0 km of the project area (Figure 1). These include archeological surveys along road corridors located along the north and west boundaries of the current project area (Entorf 1988; Silliman 2008), and cultural resources surveys for two tracts located south of Tobacco Road, apparently partially within and adjacent to the current project area (Nagle 2020, 2021).

The GASF/GNAHRGIS database shows four recorded archeological sites located within 1.0 km of the project area, all of which are situated near northern project area boundaries, recorded during the Nagle (2020, 2021) surveys (Figure 1). The recorded sites (9RI1200, 9RI1201, 9RI1206, and 9RI1207) are all historic artifact scatters or remnants of historic house sites, and were all recommended ineligible for the NRHP. The closest of these is 9RI1200 located adjacent to the northern project area boundary.

Richmond County Historic Structures Surveys: Maps for the 1977 and 1988 (outside of Augusta) surveys of Richmond County are not available for review. The GNAHRGIS database identifies three historic resources located within 1.0 km of the project area. The closes of these is Resource No. 55905, a circa 1820s Georgian Cottage located east of Mike Padgett Highway, approximately 70 m from the project area. This building appeared to be eligible for the NRHP in 1988 when recorded. As of 2025 Google Earth imagery, Resource No. 55905 was abandoned, overgrown, and dilapidated.

Historic Cemeteries: Based on the USGS maps reviewed, three cemeteries are located within 1.0 km of the project area (Figure 1). Two unnamed cemeteries are located approximately 731 m and 855 m northeast of the project area, and Twiggs Cemetery is situated just over 1.0 km south of the project area.

Original Headright Land Grants (1736,1783): Prior to 1805, there was no comprehensive or systematic survey of lands ceded to the Georgia Colony or the State of Georgia. Therefore, locating an early plat showing the project area, should one exist, would require archival research beyond the desktop scope of the current project.

Civil War Features and Actions: Augusta held strategic importance during the Civil War as a manufacturing center and transportation hub. Historic maps show earthen defenses surrounding historic Augusta located well to the north of the project area, but no federal attacks were made on the city's defenses (CWSAC 1993, 2010; Davis *et al.* 1983).

Central of Georgia Railroad: The railroad corridor that passes along the east project area boundary was established by the Augusta and Waynesboro Railroad about 1854. The name was changed to the Augusta and Savannah Railroad in 1856, and it was then leased to the Central of Georgia Railroad beginning in 1895. The Central of Georgia formally acquired this railroad in 1948 and it now serves the Norfolk Southern railroad system. This historic rail corridor is eligible for listing on the NRHP, but potential adverse effects to this resource are limited to actions taken within the corridor itself (GDOT 2018).

Buildings and Features on Historic Maps and Aerial Photographs: Review of historic maps and aerial photographs shows that a complicated road system, passing generally east-west through the project area, was simplified into the current 4-H Club Road by between 1921 and 1941 (Figure 1). Several buildings were located along the current and former roads in the central part of the project area (Figure 1). Also, the section of current Tobacco Road located along the northwest project area boundary supplanted a former access road passing east from the Old Savannah Road (now Mike Padgett Highway). This road gave access via the project area to occupations recorded by archeologists in 2021 (Nagle 2020, 2021). The County 4-H Camp in the south part of the project area was established by 1968, as was Augusta Bush Field Airport located east of the project area. A mobile home development was in place immediately south of the project area by 1973 (Figure 1).

Aerial photography from 1941 shows 4-H Club Road passing through the project area as well as dwellings located within and adjacent to its southwest boundary along Mike Padgett Highway (Figure 1). At that time, the project area was mainly open with some wooded sections. Aerial photography dated 1955-1959 shows most of the project area as open with structures that appear to be associated with the County 4-H Camp located in the mostly wooded south part of the project area. Runways associated with the adjacent airport were also extant at that time. By 1971, a large mobile home park was operational immediately south of the project area. Modern aerial imagery (January 2025) shows the project area as mainly wooded with non-historic commercial/industrial development located adjacent to its north boundary (Figure 1).

CONCLUSIONS

Based on the information reviewed during the current literature search, no NRHP-listed/eligible properties, Georgia Centennial Farms, known cemeteries, identified archeological sites or recorded historic resources are within the project area. The GNAHRGIS database identifies three historic resources and four archeological sites located within 1.0 km of the project area, the closest to which are archeological Site 9BI1200 located adjacent to the northern project area boundary, and GNAHRGIS Resource No. 55905 located about 76 m south-southeast of the project area.

CLOSING COMMENTS

Mr. Windham, we appreciate the opportunity to work with ECS Southeast, LLC on this project. If you have any questions concerning our findings, please contact Mr. Steve Webb at 770-345-0706.

Sincerely,
R.S. WEBB & ASSOCIATES

Robert S. Webb
President and Senior Principal Archeologist

Attachment: Figure 1

REFERENCES

Civil War Sites Advisory Commission

1993 Study Area USGS Quadrangle Maps. In: *Civil War Site Advisory Commission Report on the Nation's Civil War Battlefields.* National Park Service, Washington, D.C.

2010 *Update to the Civil War Sites Advisory Commission Report on the Nation's Civil War Battlefields, State of Georgia.* National Park Service, Washington D.C.

Davis, G.B., L. J. Perry and J. W. Kirkley, compiled by C. D. Cowles

1983 *Atlas to Accompany the Official Records of the Union and Confederate Armies.* Reprint of the 1891-1895 edition. The Fairfax Press, New York.

Entorf, R.F.

1988 *Archaeological Assessment of Project FR-207-2(2) & FR-207-2(3), Richmond County.* Georgia Department of Transportation. Atlanta, Georgia.

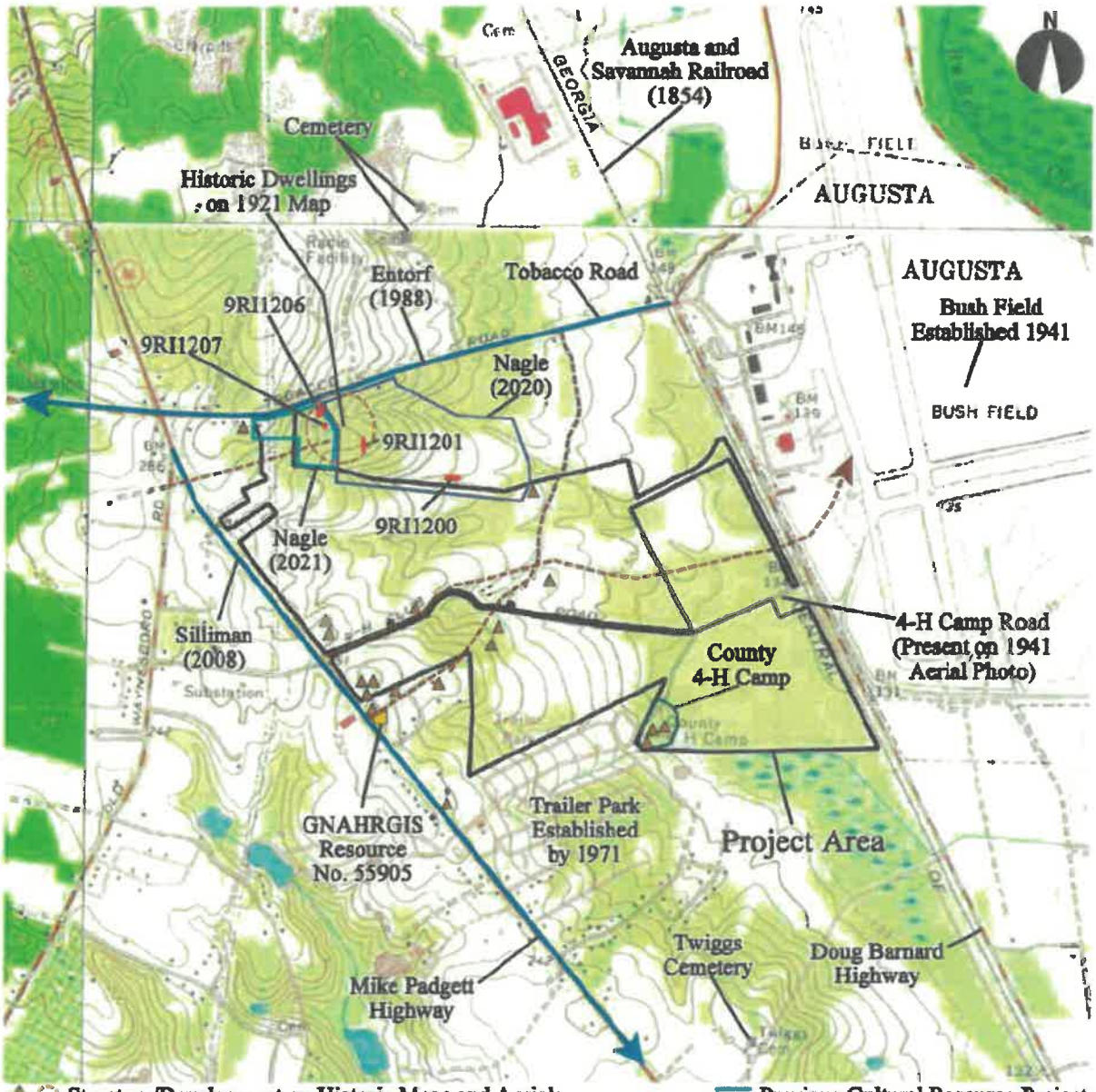
Nagle, K.

2020 *Cultural Resource Assessment Survey, Proposed Development Site, Augusta, Richmond County, Georgia.* S&ME, Inc. Augusta, Georgia.

2021 *2021 Cultural Resource Assessment Survey, Proposed Development Site, Augusta, Richmond County, Georgia.* S&ME, Inc. Augusta, Georgia.

Silliman, G.

2008 *Phase I Archeological Survey for the Proposed Improvements to SR56/Mike Padgett Hwy.* Edwards-Pitman Environmental, Inc. Atlanta, Georgia.



Map Reference: 7.5-Minute USGS Quadrangles
Augusta West, GA (1957, PR 1980),
Augusta East, GA (1965, PR 1981),
Hephzibah, GA (1957, PR 1980) and
Mechanic Hill, GA (1965, PR 1981)

Figure 1 Project Area, Previous Projects and Known Cultural Resources

1

FLOOD NOTE:

TECHNICAL DATA:

REFERENCES:

ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
SHOWING SURVEY OF THE FOLLOWING TAX MAP PARCELS:
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
JULY 28, 2025

SURVEY LEGEND:

LOCATION MAP

SURVEYOR'S NOTES:

FOR CLERK OF COURT'S USE ONLY

ALTA COMMITMENT FOR TITLE INSURANCE
COMMITMENT No.: 3025R-4616
ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT DATE: AUGUST 1, 2025

SCHEDULE B PART II
EXCEPTIONS:
1. SPECIAL EXCEPTIONS

TRACT "1-A"
104.24 ACRES
TRACT "1-C"
6.67 ACRES
TRACT "1-D"
24.72 ACRES
TRACT "1-B"
70.64 ACRES
TRACT "2"
84.85 ACRES

LINE TABLE

LINE ID	BEARING	DISTANCE
L1	S67°54'08"W	68.49'
L2	N75°32'39"W	68.99'
L3	N66°39'13"E	41.39'
L4	N74°17'56"E	14.63'
L5	N66°39'13"E	66.39'
L6	N64°34'38"W	68.19'
L7	N53°39'56"W	65.99'
L8	N58°01'31"E	70.99'
L9	S67°54'08"W	68.49'
L10	S64°34'38"E	70.99'
L11	N75°32'39"W	1.40.07'
L12	N67°39'49"E	70.99'
L13	N69°32'56"W	68.99'
L14	S61°39'49"W	70.99'
L15	S69°32'56"E	70.17'
L16	S67°54'08"E	25.93'
L17	S65°41'57"E	48.56'
L18	S64°11'39"E	18.84'
L19	S59°47'21"E	64.16'
L20	N70°49'39"E	25.35'
L21	S67°54'13"E	1.39'

CURVE TABLE

CURVE ID	LENGTH	RADIUS	BEARING	CHORD
C1	78.54'	50000.00'	N67°47'38"W	000.44
C2	35.34'	361.67'	S64°38'56"E	053.63
C3	368.07'	20004.19'	S63°39'56"E	000.00
C4	1,71.32'	420.70'	S70°39'21"E	011.01
C5	65.97'	130.84'	S64°58'49"E	000.10
C6	161.99'	100.00'	S64°39'52"E	097.00
C7	100.31'	210.00'	S64°39'56"E	042.00
C8	35.97'	320.00'	S67°39'56"E	000.10
C9	41.99'	000.00'	S67°39'56"E	004.43
C10	262.99'	1132.00'	S67°39'56"E	000.00
C11	1,04.11'	000.00'	S64°39'56"E	000.14
C12	100.00'	270.00'	S65°39'56"E	001.10
C13	137.70'	1,40.13'	S64°39'56"E	043.00
C14	200.39'	1,00.44'	S67°39'56"E	000.00
C15	140.00'	000.34'	S67°39'56"E	000.21
C16	200.44'	000.39'	S72°46'56"E	057.00
C17	77.00'	1,00.00'	S67°39'56"E	000.00
C18	04.00'	100.27'	S67°54'56"E	000.44
C19	140.00'	000.70'	S72°27'56"E	011.00
C20	100.00'	000.00'	S67°27'56"E	000.10
C21	07.00'	000.00'	S69°56'56"E	017.10
C22	21.04'	000.00'	S67°56'56"E	000.00

UTILITY NOTE:

ALTA/NSPS CERTIFICATION:

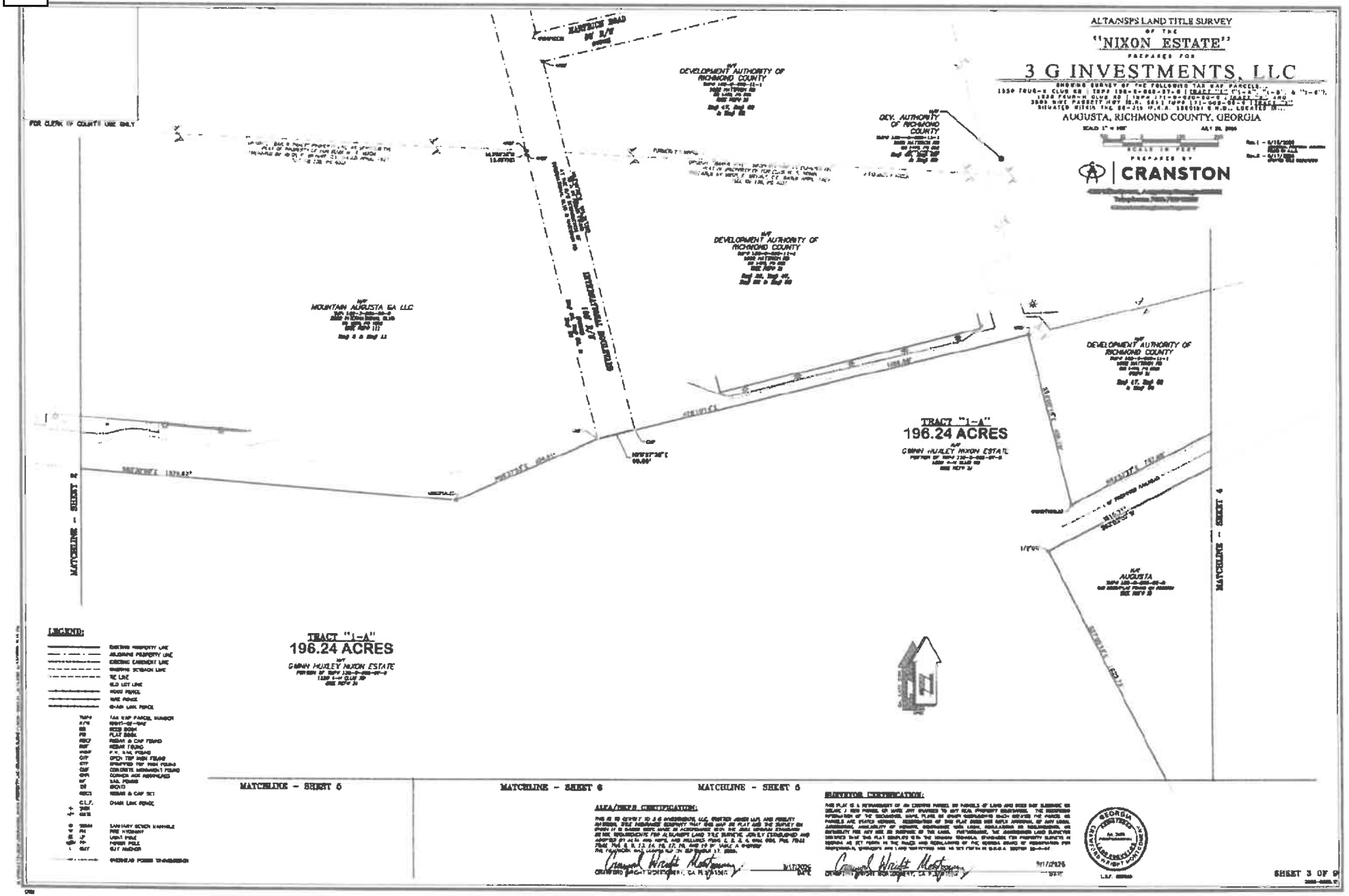
SURVEYOR CERTIFICATION:

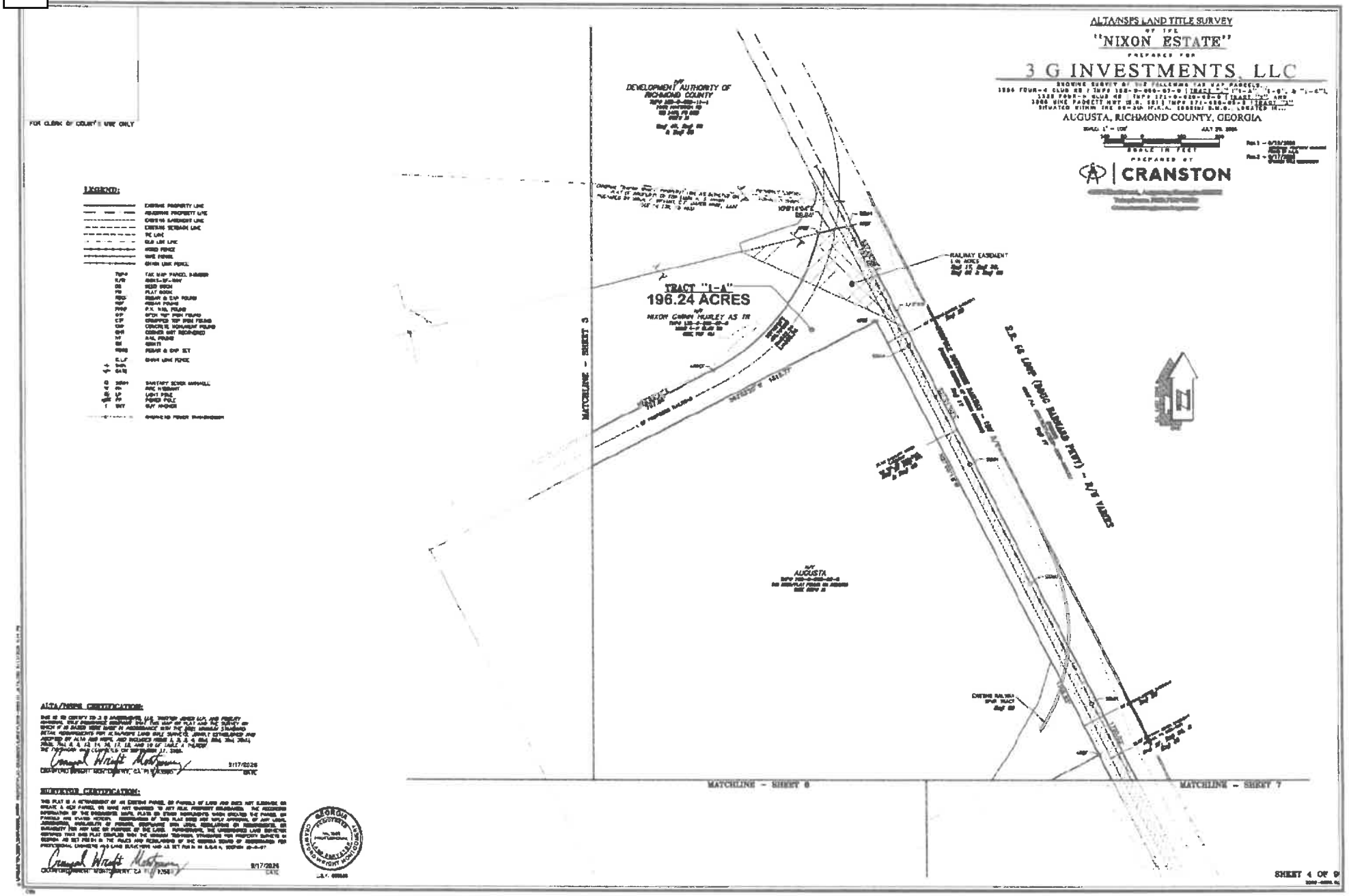
GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR

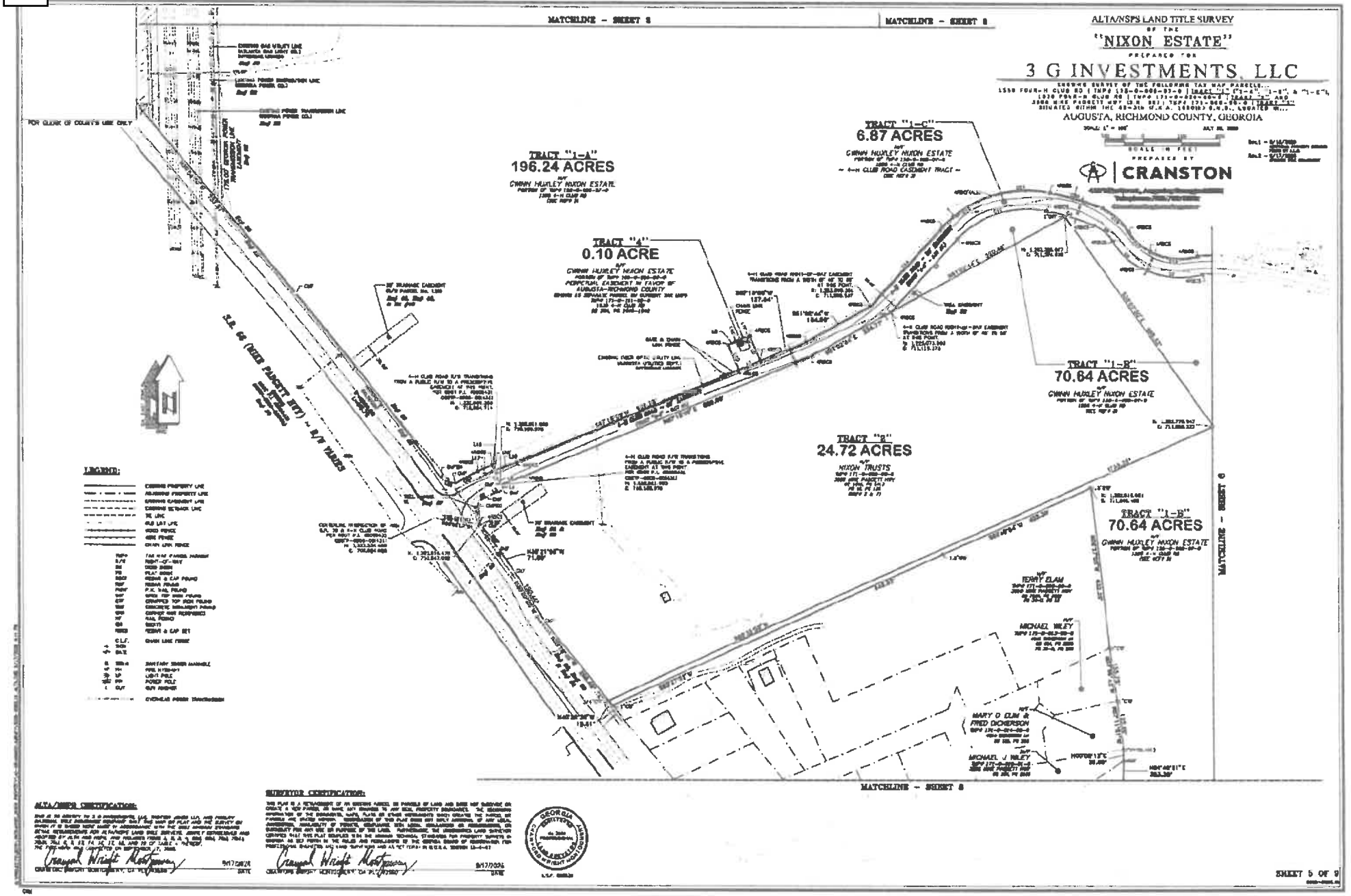
L.S.F. 000000

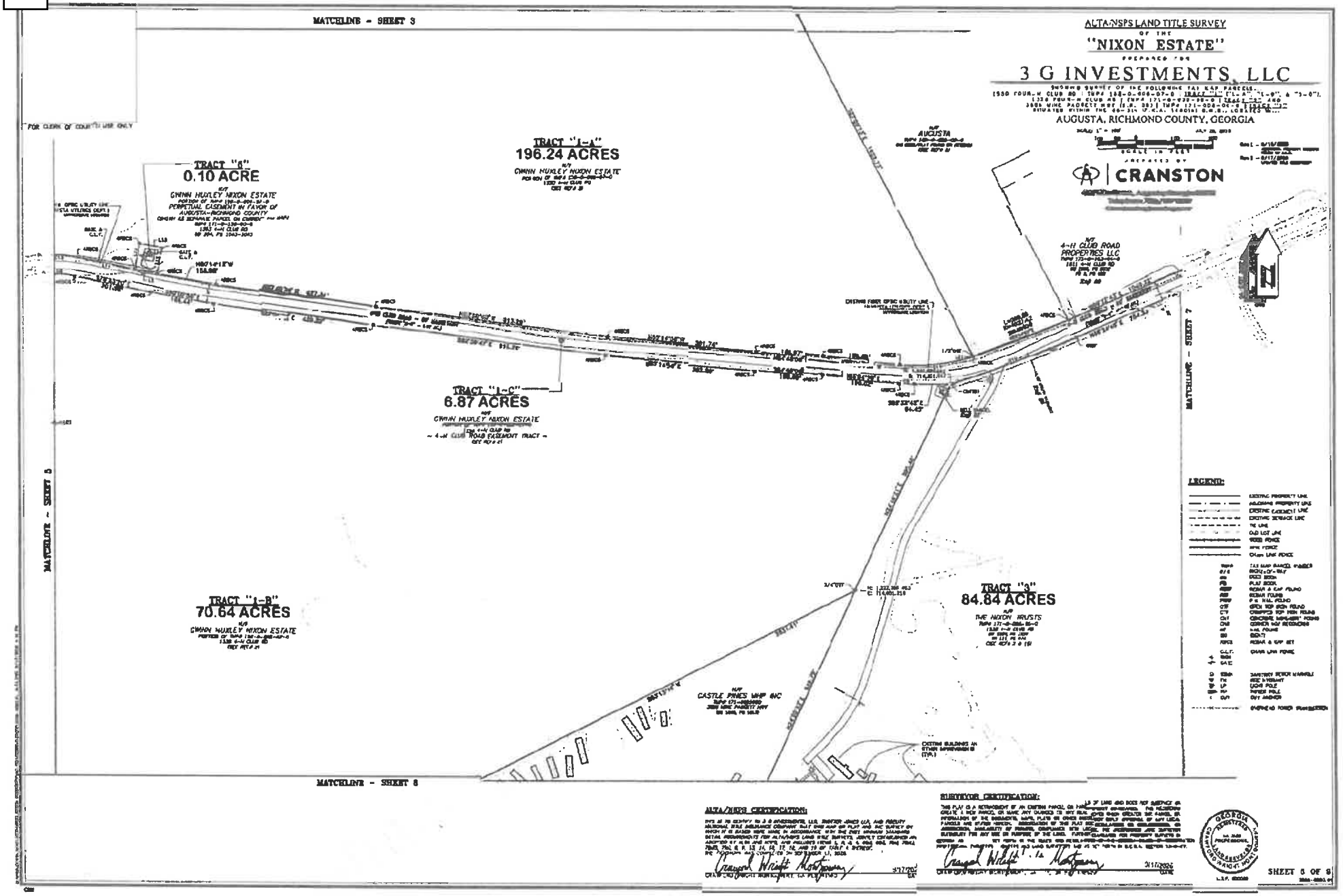
SHEET 1 OF 9

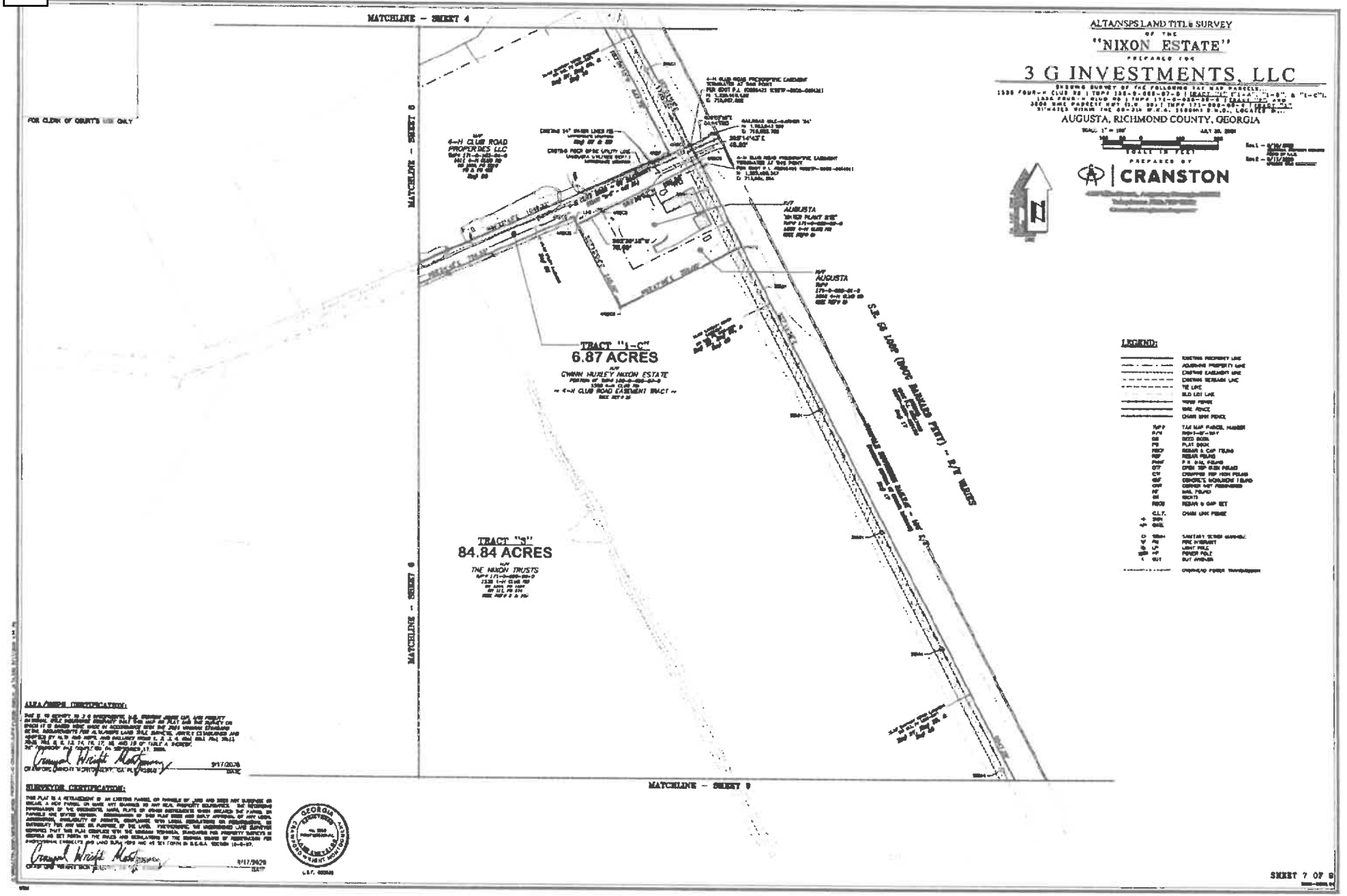
ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
CRANSTON
TRACT "1-A"
196.24 ACRES
TRACT "1-A"
196.24 ACRES
TOBACCO ROAD - R/W VARIES
MATCHLINE - SHEET 2

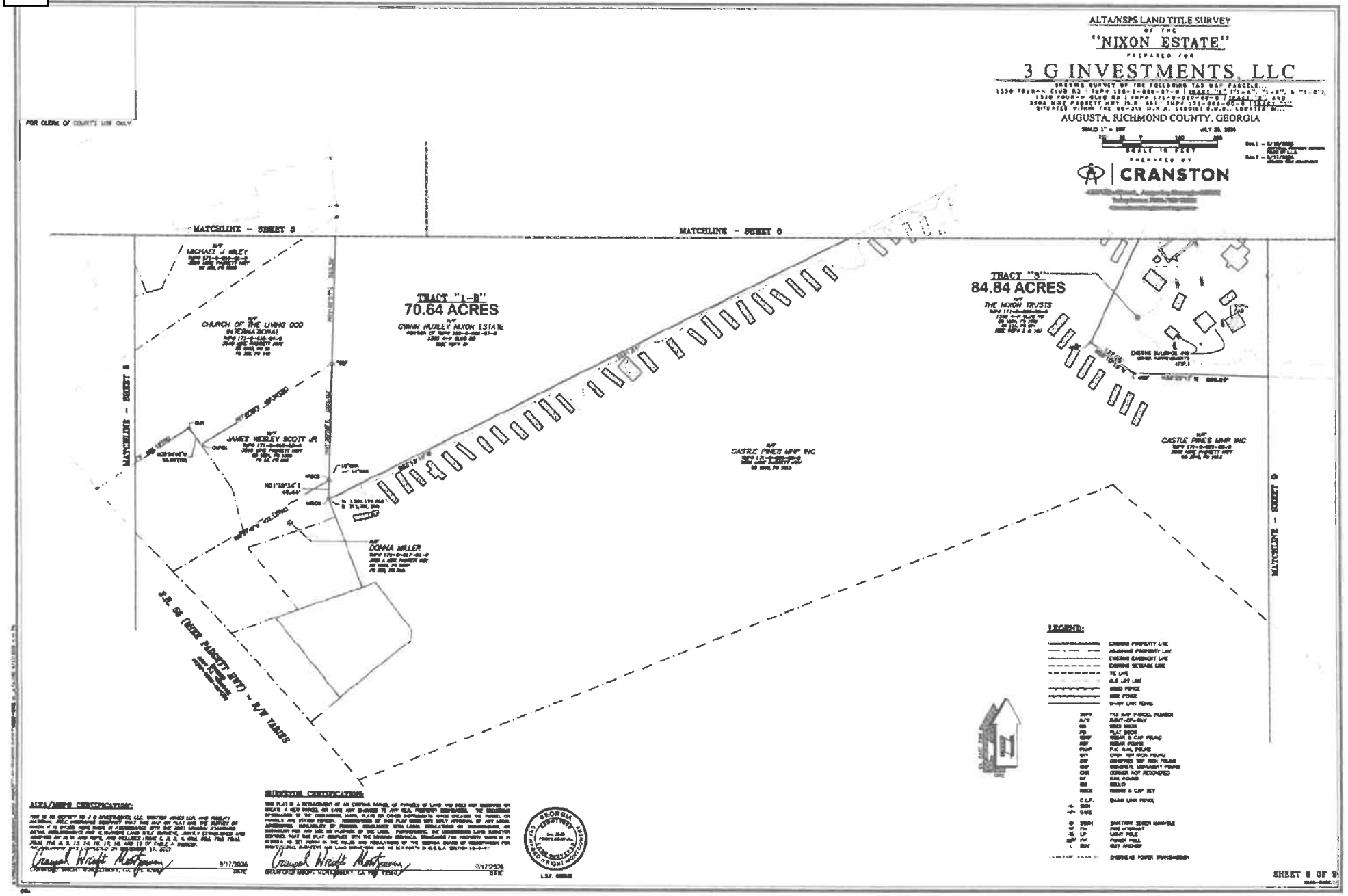

ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
DEVELOPMENT AUTHORITY OF RICHMOND COUNTY
DEV. AUTHORITY OF RICHMOND COUNTY
MOUNTAIN AUGUSTA GA LLC
TRACT "1-A"
196.24 ACRES
GWINN HUXLEY NIXON ESTATE
AUGUSTA
MATCHLINE - SHEET 5
MATCHLINE - SHEET 6
MATCHLINE - SHEET 4
LEGEND:
SURVEYOR CERTIFICATION:
SHEET 3 OF 9

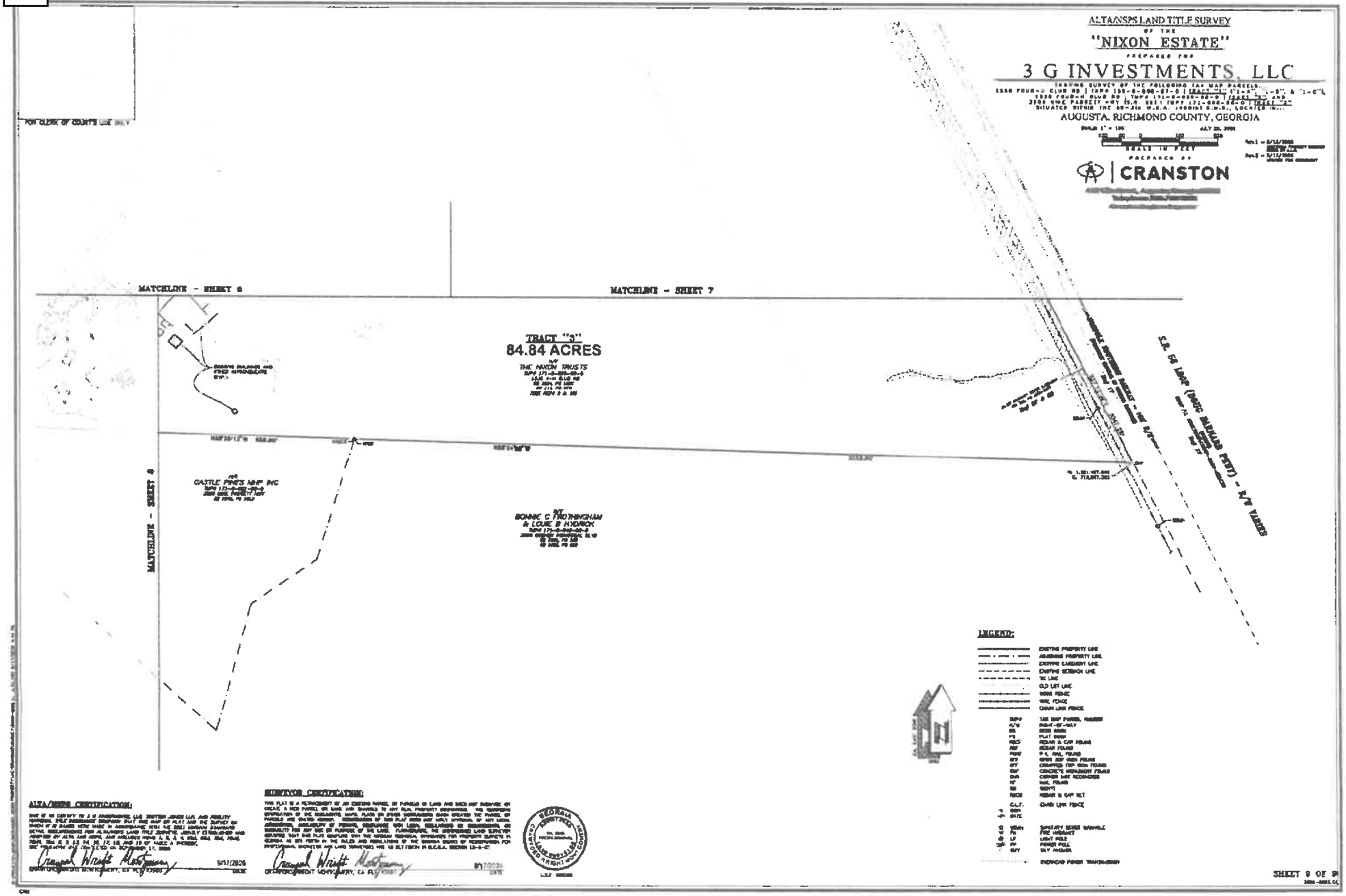

ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
FOR CLERK OF COURT'S USE ONLY
LEGEND:
TRACT "1-A"
196.24 ACRES
MATCHLINE - SHEET 6
MATCHLINE - SHEET 7
MATCHLINE - SHEET 5
RAILWAY EASEMENT
S.R. 56 (DOUG BARNARD PKWY) - R/W VARIES
ALTA/NSPS CERTIFICATION:
SURVEYOR CERTIFICATION:
SHEET 1 OF 9


ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
MATCHLINE - SHEET 5
MATCHLINE - SHEET 6
MATCHLINE - SHEET 8
TRACT "1-A"
196.24 ACRES
GWINN HUXLEY NIXON ESTATE
TRACT "1-C"
6.87 ACRES
GWINN HUXLEY NIXON ESTATE
TRACT "A"
0.10 ACRE
GWINN HUXLEY NIXON ESTATE
TRACT "B"
24.72 ACRES
NIXON TRUSTS
TRACT "1-B"
70.64 ACRES
GWINN HUXLEY NIXON ESTATE
TRACT "1-B"
70.64 ACRES
GWINN HUXLEY NIXON ESTATE
S.R. 56 (NEW PARROTT RD) - R/W VARIES
LEGEND:
TERRY CLAIM
MICHAEL WILEY
MARY O CLAY &
FRED DICKERSON
MICHAEL J WILEY
ALTA/NSPS CERTIFICATION:
SURVEYOR CERTIFICATION:
SHEET 5 OF 9


ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
MATCHLINE - SHEET 5
MATCHLINE - SHEET 7
MATCHLINE - SHEET 8
TRACT "A"
0.10 ACRE
GWINN HUXLEY NIXON ESTATE
PERPETUAL EASEMENT IN FAVOR OF AUGUSTA-RICHMOND COUNTY
TRACT "1-A"
196.24 ACRES
GWINN HUXLEY NIXON ESTATE
TRACT "1-B"
70.64 ACRES
GWINN HUXLEY NIXON ESTATE
TRACT "1-C"
6.87 ACRES
GWINN HUXLEY NIXON ESTATE
~ 4-H CLUB ROAD EASEMENT TRACT ~
TRACT "3"
84.84 ACRES
THE NIXON TRUSTS
AUGUSTA
4-H CLUB ROAD PROPERTIES LLC
CASTLE PINES MHP INC
LEGEND:
SURVEYOR CERTIFICATION:
SHEET 5 OF 9


MATCHLINE – SHEET 4
MATCHLINE – SHEET 6
MATCHLINE – SHEET 6
MATCHLINE – SHEET 8
FOR CLERK OF COURT'S USE ONLY
ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
PREPARED BY
CRANSTON
TRACT "1-C"
6.87 ACRES
TRACT "2"
84.84 ACRES
THE NIXON TRUSTS
4-H CLUB ROAD PROPERTIES LLC
AUGUSTA
S.E. 52 LOOP (WIDE MINIMUM WIDTH) – 84' WIDTH
LEGEND:
ALTA/NSPS CERTIFICATION:
SURVEYOR CERTIFICATION:
GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR
SHEET 7 OF 8


ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
SCALE IN FEET
PREPARED BY
CRANSTON
FOR CLERK OF COURTS USE ONLY
MATCHLINE - SHEET 5
MATCHLINE - SHEET 6
MATCHLINE - SHEET 5
MATCHLINE - SHEET 6
TRACT "1-B"
70.64 ACRES
OF
GWINN HUBLEY NIXON ESTATE
TRACT "3"
84.84 ACRES
OF
THE NIXON TRUSTS
MICHAEL J. RILEY
CHURCH OF THE LIVING GOD
INTERNATIONAL
JAMES HEDLEY SCOTT JR.
DONNA MILLER
CASTLE PINES MHP INC
CASTLE PINES MHP INC
EXISTING BUILDING AND
OTHER IMPROVEMENTS
(TYP.)
S.R. 56 (WIRE PARKETT HWY) - R/W VARIES
LEGEND:
SHEET 6 OF 9
ALTA/NSPS CERTIFICATION:
SURVEYOR CERTIFICATION:
GEORGIA
REGISTERED
PROFESSIONAL
LAND SURVEYOR


ALTA/NSPS LAND TITLE SURVEY
OF THE
"NIXON ESTATE"
PREPARED FOR
3 G INVESTMENTS, LLC
AUGUSTA, RICHMOND COUNTY, GEORGIA
SCALE IN FEET
PREPARED BY
CRANSTON
MATCHLINE - SHEET 6
MATCHLINE - SHEET 7
MATCHLINE - SHEET 8
TRACT "B"
84.84 ACRES
OF
THE NIXON TRUSTS
CASTLE PINES MHP INC
BONNIE C NOTHINGHAM
& LOUIE B HYDRICK
S.R. 56 LAMP (WIDTH VARIABLE PER) - R/W VARIES
LEGEND:
EXISTING PROPERTY LINE
ADJOINING PROPERTY LINE
EXISTING EASEMENT LINE
EXISTING SETBACK LINE
TIC LINE
OLD LOT LINE
WOOD FENCE
WIRE FENCE
CHAIN LINK FENCE
C.L.F. CHAIN LINK FENCE
SANITARY SEWER MANHOLE
FIRE HYDRANT
LIGHT POLE
POWER POLE
GUY GUY ANCHOR
OVERHEAD POWER TRANSMISSION
ALTA/NSPS CERTIFICATION:
SURVEYOR CERTIFICATION:
SHEET 9 OF 9

2026-0092.01 September 25, 2026

LEGAL DESCRIPTION
of
OVERALL BOUNDARY OF THE
FOLLOWING COMBINED TRACTS AND TAX MAP PARCELS...
TMP# 158-0-006-07-0 | TRACT "1" (``1-A", ``1-B", & ``1-C"),
1538 FOUR-H CLUB RD | TMP# 171-0-020-00-0 | TRACT ``2", AND
3806 MIKE PADGETT HWY (S.R. 56) | TMP# 171-008-00-0 | TRACT ``3"
SITUATED WITHIN THE 86-3th (F.K.A. 1660th) G.M.D., LOCATED IN...
AUGUSTA, RICHMOND COUNTY, GEORGIA
TMP No.s 158-0-006-07-0

Prepared for
3 G INVESTMENTS, LLC

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 86-3th G.M.D. OF AUGUSTA, RICHMOND COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the centerline intersection of S.R. 56/Mike Padgett Hwy (R/W Varies) and 4-H Club Road, per GDOT P.I. #0006431 and having a Northing of 1,222,534.460 and an Easting of 709,924.620, the basis for which are thus established by the Georgia East Zone State Plane Coordinate System, North American Datum of 1983 (NAD,83).

Thence, with a tie line, running South 83 degrees 01 minute 13 seconds Weast, for a distance of 123.32 feet to a #4 Rebar and Cap Set, said point being the **POINT OF BEGINNING**, situated along the easterly right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies);

From the **POINT OF BEGINNING,** thence, running along the Easterly right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) North 04 degrees 24 minutes 56 seconds West, for a distance of 60.95 feet to a concrete monument found (D);

Thence, turning and leaving said right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) along a curve to the right, with a radius of 553.67 feet, an arc length of 29.30 feet, subtended by a chord bearing of North 64 degrees 22 minutes 56 seconds East, having a chord distance of 29.29 feet to a concrete monument found;

Thence, continuing North 66 degrees 55 minutes 13 seconds East, for a distance of 41.29 feet to a concrete monument found;

Thence, turning and running North 24 degrees 13 minutes 02 seconds West, for a distance of 14.03 feet to a concrete monument found;

Thence, continuing North 23 degrees 30 minutes 56 seconds West, for a distance of 40.76 feet to a concrete monument found;

Thence, continuing North 24 degrees 11 minutes 33 seconds West, for a distance of 15.54 feet to a #4 rebar and cap set;

Thence, turning and running South 66 degrees 43 minutes 59 seconds West, for a distance of 40.52 feet to #4 rebar and cap set;

Thence, continuing along a curve to the left, with a radius of 309.95 feet, an arc length of 67.55 feet, subtended by a chord bearing of South 60 degrees 00 minutes 55 seconds West, having a chord distance of 67.42 feet to a concrete monument found;

Thence, turning and running along easterly right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) North 70 degrees 48 minutes 04 seconds West, for a distance of 35.26 feet to a concrete monument found (D);

Thence, continuing along a curve to the left, with a radius of 11080.00 feet, an arc length of 616.78 feet, subtended by a chord bearing of North 38 degrees 18 minutes 27 seconds West, having a chord distance of 616.70 feet to a concrete monument found;

Thence, continuing North 39 degrees 54 minutes 50 seconds West, for a distance of 737.57 feet to a concrete monument found;

Thence, continuing North 35 degrees 06 minutes 42 seconds West, for a distance of 301.15 feet to a concrete monument found;

Thence, continuing North 51 degrees 12 minutes 28 seconds West, for a distance of 24.94 feet to a #4 rebar and cap set;

Thence, turning and leaving said right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) North 52 degrees 00 minutes 48 seconds East, for a distance of 567.54 feet to a #4 rebar and cap set;

Thence, turning and running North 39 degrees 56 minutes 15 seconds West, for a distance of 150.00 feet to a rebar and cap set;

Thence, turning and running South 56 degrees 35 minutes 27 seconds West, for a distance of 580.19 feet to a P.K. nail found;

Thence, turning and running along easterly right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) North 41 degrees 30 minutes 56 seconds West, for a distance of 123.83 feet to a concrete monument found (B);

Thence, continuing North 24 degrees 45 minutes 07 seconds West, for a distance of 40.66 feet to a #4 rebar and cap set;

Thence, turning and leaving said right-of-way line of S.R. 56/Mike Padgett Hwy (R/W Varies) North 56 degrees 46 minutes 38 seconds East, for a distance of 409.70 feet to a #4 rebar and cap set;

Thence, turning and running North 31 degrees 44 minutes 23 seconds West, for a distance of 153.56 feet to a #4 rebar and cap set;

Thence, turning and running along southerly right-of-way line of Nixon Farm Road (80' R/W) along a curve to the left, with a radius of 680.00 feet, an arc length of 31.84 feet, subtended by a chord bearing of North 69 degrees 09 minutes 48 seconds East, having a chord distance of 31.83 feet to a #4 rebar and cap set;

Thence, continuing North 67 degrees 48 minutes 54 seconds East, for a distance of 277.52 feet to a #4 rebar and cap set;

Thence, turning and running North 22 degrees 11 minutes 06 seconds West, for a distance of 79.96 feet to a #4 rebar and cap set;

Thence, turning and running South 67 degrees 48 minutes 54 seconds West, for a distance of 22.18 feet to a #4 rebar and cap set;

Thence, turning and running North 01 degrees 21 minutes 28 seconds West, for a distance of 406.97 feet to #4 rebar and cap set;

Thence, continuing North 20 degrees 56 minutes 53 seconds West, for a distance of 287.49 feet to a concrete monument found, situated along the southerly right-of-way line of Tobacco Road (R/W Varies) and having a Northing of 1,2225,433.659 and an Easting of 709,054.353, the basis for which are thus established by the Georgia East Zone State Plane Coordinate System, North American Datum of 1983 (NAD,83).

Thence, turning and running along the southerly right-of-way line of Tobacco Road (R/W Varies) along a curve to the left, with a radius of 2929.79 feet, an arc length of 502.47 feet, subtended by a chord bearing of North 78 degrees 18 minutes 21 seconds East, having a chord distance of 501.86 feet to #4 rebar and cap set;

Thence, turning and leaving said right-of-way line of Tobacco Road (R/W Varies) South 01 degrees 34 minutes 37 seconds West, for a distance of 25.24 feet to a #4 rebar and cap found (ALS);

Thence, continuing South 01 degrees 34 minutes 37 seconds West, for a distance of 683.47 feet to a #4 rebar and cap found (ALS);

Thence, turning and running South 85 degrees 57 minutes 22 seconds East, for a distance of 510.62 feet to a #4 rebar and cap found (ALS);

Thence, continuing South 75 degrees 16 minutes 03 seconds East, for a distance of 481.37 feet to a #4 rebar and cap found (ALS);

Thence, continuing South 85 degrees 30 minutes 08 seconds East, for a distance of 1576.82 feet to a #4 rebar and cap found (ALS);

Thence, turning and running North 66 degrees 37 minutes 53 seconds East, for a distance of 404.91 feet to a concrete monument found;

Thence, continuing North 75 degrees 57 minutes 35 seconds East, for a distance of 99.98 feet to a concrete monument found;

Thence, continuing North 76 degrees 10 minutes 14 seconds East, for a distance of 1059.58 feet to a #4 rebar found;

Thence, turning and running South 14 degrees 05 minutes 15 seconds East, for a distance of 459.75 feet to a #4 rebar and cap found (Toole);

Thence, turning and running North 62 degrees 52 minutes 27 seconds East, for a distance of 767.88 feet to a #4 rebar and cap found;

Thence, continuing along a curve to the left, with a radius of 532.29 feet, an arc length of 468.74 feet, subtended by a chord bearing of North 37 degrees 42 minutes 25 seconds East, having a chord distance of 453.74 feet to a #4 rebar found;

Thence, turning and running North 76 degrees 14 minutes 04 seconds East, for a distance of 88.840 feet to a #4 rebar found situated along the westerly right-of-way line of Norfolk Southern Railway (150' R/W);

Thence, turning and running along the westerly right-of-way line of Norfolk Southern Railway (150' R/W) South 27 degrees 26 minutes 58 seconds East, for a distance of 252.48 feet to a ½ inch open top iron found;

Thence, continuing South 27 degrees 01 minutes 03 seconds East, for a distance of 1720.02 feet to a #4 rebar and cap set;

Thence, turning and leaving said right-of-way line Norfolk Southern Railway (150' R/W) continuing South 66 degrees 22 minutes 43 seconds West, for a distance of 58.27 feet to a #4 rebar found;

Thence, continuing North 27 degree 04 minutes 10 seconds West, for a distance of 447.75 feet to a #4 rebar found;

Thence, North 27 degrees 05 minutes 18 seconds West, for a distance of 1268.82 feet to a #4 rebar found;

Thence, continuing South 62 degrees 52 minutes 20 seconds West, for a distance of 1315.77 feet to a ½ inch open top iron found;

Thence, continuing South 27 degrees 05 minutes 13 seconds East, for a distance of 1622.73 feet to a ½ inch open top iron found;

Thence, continuing South 27 degrees 05 minutes 13 seconds East, for a distance of 1.25 feet to a #4 rebar and cap set;

Thence, continuing along a curve to the left, with a radius of 4527.42 feet, an arc length of 269.89 feet, subtended by a chord bearing of North 68 degrees 54 minutes 57 seconds East, having a chord distance of 269.85 feet to a #4 rebar and cap set;

Thence, continuing North 66 degrees 22 minutes 43 seconds East, for a distance of 1049.22 feet to a #4 rebar found;

Thence, continuing North 66 degrees 22 minutes 43 seconds East, for a distance of 58.27 feet to a #4 rebar found;

Thence, continuing South 29 degrees 14 minutes 43 seconds East, for a distance of 48.80 feet to #4 rebar and cap set;

Thence, turning and leaving said westerly right-of-way line of Norfolk Southern Railway (150' R/W) and running along the southerly right-of-way line of 4-H Club Road (50' Easement) South 62 degrees 39 minutes 32 seconds West, for a distance of 282.96 feet to a #4 rebar and cap set;

Thence, continuing South 62 degrees 39 minutes 32 seconds West, for a distance of 75.00 feet to a #4 rebar and cap set;

Thence, turning and leaving said southerly right-of-way line of 4-H Club Road (50' Easement) South 27 degrees 12 minutes 04 seconds East, for a distance of 245.00 feet to a #4 rebar and cap set;

Thence, turning and running North 62 degrees 47 minutes 56 seconds East, for a distance of 355.00 feet to a #4 rebar and cap set situated along the westerly right-of-way line of Norfolk Southern Railway;

Thence, turning and running along said westerly right-of-way line of Norfolk Southern Railway South 27 degrees 12 minutes 38 seconds East, for a distance of 2047.28 feet to a concrete monument found;

Thence, turning and leaving said westerly right-of-way line of Norfolk Southern Railway North 88 degrees 24 minutes 58 seconds West, for a distance of 2033.90 feet to a #4 rebar and cap set;

Thence, continuing North 88 degrees 25 minutes 13 seconds West, for a distance of 858.90 feet to a #4 rebar found;

Thence, turning and running North 55 degrees 10 minutes 16 seconds West, for a distance of 137.08 feet to a #4 rebar found;

Thence, turning and running North 24 degrees 55 minutes 32 seconds East, for a distance of 849.79 feet to ¾ inch open top iron found;

Thence, turning and running South 63 degrees 13 minutes 16 seconds West, for a distance of 2631.61 feet to a #4 rebar and cap set;

Thence, turning and running North 01 degrees 39 minutes 34 seconds East, for a distance of 49.44 feet to a #4 rebar and cap set;

Thence, continuing North 01 degrees 30 minutes 50 seconds East, for a distance of 306.02 feet to a 1 inch open top iron found;

Thence, continuing North 01 degrees 40 minutes 51 seconds East, for a distance of 383.38 feet to a #4 rebar found;

Thence, continuing North 00 degrees 02 minutes 12 seconds East, for a distance of 29.60 feet to a 2 inch iron pipe found (Blade);

Thence, continuing North 07 degrees 11 minutes 51 seconds West, for a distance of 125.99 feet to 1 inch crimped top iron found;

Thence, continuing North 07 degrees 56 minutes 43 seconds West, for a distance of 135.75 feet to a 1 inch crimped top iron found;

Thence, continuing North 06 degrees 27 minutes 05 seconds West, for a distance of 422.26 feet to a 1.5 inch open top iron found;

Thence, turning and running South 65 degrees 46 minutes 54 seconds West, for a distance of 425.38 feet to a 1.5 inch open top iron found;

Thence, continuing South 65 degrees 27 minutes 51 seconds West, for a distance of 946.92 feet to a 1 inch crimped top iron found situated along the easterly right-of-way line of S.R. 56/Mike Padgett Highway (R/W Varies);

Thence, turning and running along said right-of-way line of S.R. 56/Mike Padgett Highway (R/W Varies) North 40 degrees 28 minutes 39 seconds West, for a distance of 15.51 feet to a ¾ inch crimped top iron found;

Thence, continuing North 39 degrees 28 minutes 49 seconds West, for a distance of 266.49 feet to a concrete monument found;

Thence, continuing North 30 degrees 50 minutes 25 seconds West, for a distance of 150.44 feet to a concrete monument found;

Thence, continuing North 35 degrees 21 minutes 03 seconds West, for a distance of 71.69 feet to a concrete monument found;

Thence, continuing along a curve to the left, with a radius of 11090.00 feet, an arc length of 79.01 feet, subtended by a chord bearing of North 35 degrees 43 minutes 39 seconds West, having a chord distance of 79.01 feet to the **POINT OF BEGINNING.**

Said tract or parcel of land contains 383.32 acres, as shown on a ALTA/NSPS Land Title Survey prepared for 3 G INVESTMENTS, LLC by Cranston, LLC, dated July 28, 2026.

Prepared by:
CRANSTON LLC
452 Ellis Street
Augusta, GA 30901

Crawford Wright Montgomery, PLS #3560
Phone: (706) 631-0946



Development of Regional Impact

Final Report

DRI # 4853 Nixon Technology Center

Richmond County

The CSRA Regional Commission (RC) has completed its review of "Nixon Technology Center", Development of Regional Impact. Pursuant to Chapter 110-12-3-.02 (DRI Communication Procedures) of the Rules of the Georgia Department of Community Affairs, the RC has assembled a DRI report. This report contains the RC's assessment of how the proposed project relates to the policies, programs, and projects articulated in the Regional Plan and Regionally Important Resource Plan. Also included are all comments received from identified affected parties during the comment period.

This report does not address whether the DRI "is" or "is not" in the best interest of the host local government. The materials presented in this report are purely advisory and under no circumstances should be considered as binding or infringing upon the host jurisdiction's right to determine for itself the appropriateness of development within its boundaries. Transmittal of this DRI report officially completes the DRI process. The submitting local government may proceed with whatever final official actions it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision.

Project Description and Background

This DRI review was initiated following a rezoning request and an application for a Special Exemption for use as a technology campus located at 1550 Four H Club Road; 1538 Four H Club Road; and 3806 Mike Padgett Hwy, Augusta, GA, Parcel # 158-0-006-07-0, 171-0-008-00-0, and 171-0-020-00-0. The application is for parcels that are currently zoned A, B-2, and HI to be rezoned to HI. Nixon Technology Center will consist of 3.34 million square foot data center complex on 388 acres in Southeast Richmond County.

Potentially affected parties were asked to submit their comments about the proposed development during the 15-day comment period October 30, 2026 – November 13, 2026. Further unresolved concerns will be addressed directly to the county, applicant, and other parties.

The following potentially interested parties were notified:

Recommended Development Patterns:

1. Provide infill residential development at appropriate locations at a slightly higher density that would still be compatible with the surrounding area reflecting neighborhood patterns.
2. Redevelopment projects (housing and economic development) in neighborhoods targeted for such activities.
3. Neighborhood activity centers that provide a focal point for community services and a location for appropriately scaled retail establishments especially in underserved neighborhoods.
4. Develop new businesses and industry encompassing the Augusta Regional Airport and surrounding area.
5. Locate new industrial uses in areas appropriately distanced from established residential neighborhoods.
6. Continued preservation and management of significant natural resources, promoting the use of those natural resources for passive-use tourism and recreation.

Recommended Land Uses/Zoning Districts:

- Agricultural (A) zone Infill Development
- Residential (varying densities of 3 units/acre to 10 units/acre)

  R-1 (One-family Residential) zones

  R-2 (Two-family Residential) zone

  R-3 (Multiple-family Residential) zones
- Professional/Commercial:

  P-1 (Professional/Office) zone

  B-1 (Neighborhood Business) zone

  B-2 (General Business) zone
- Industrial:

  LI (Light Industrial) zone

  HI (Heavy Industrial) zone
- Conservation and Parks/Recreational Uses

Implementation Strategies:

- More-detailed sub-area planning
- Public infrastructure improvements
- Continued maintenance and management of natural resources.

Economic Development

The proposed project's estimated value at build-out is $3 billion; estimated $38 million per year in property tax. The regional workforce is sufficient to fill employment demand generated by the development. Estimated to generate 40 full-time employees. This development will not displace any existing employees.

Transportation

A traffic study has been conducted for this project. The proposed development is estimated to generate approximately 1,438 daily trips with 177 trips occurring during the morning peak hour and 167 trips during the evening peak hour. It is proposed to internally realign 4-H Club Road and have full movement external access at three locations:

1. An extension of Nixon Farms Road which aligns Old Waynesboro Road at its signalized intersection with SR-56.
2. At the existing intersection of SR 56 and 4-H Club Road.
3. At the existing intersection of Doug Barnard Parkway and 4-H Club Road.

No signal installation is required.

CSRA Regional Commission

3626 Walton Way Extension, Suite 1

Augusta, GA 30909

(706) 210-2000 · fax (706) 210-2006

www.csrarc.ga.gov

Meeting Name: Public Services

Meeting Date: November 24, 2026

Item Name: Mobile Column Lifts - ITB 26-267

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the purchase of Mobile Column Lift for bus repairs from Reliable Hydraulics, Inc. in the amount of $49,037.00 - ITB 26-267.

Background: Bids were solicited under ITB-26-267 for a Mobile Four Post Lift. Six bids were received and reviewed by Augusta Transit Maintenance Department.

The mobile lifts will be used for repairs of all Augusts Transit vehicles. Especially, the smaller gas vehicles.

Analysis: The Mobile Four Post Lift to be purchased is a 2026 Rotary MCHM419 Flex Max - 75,200 lb. Automotive Lift Institute (ALI) Certified Wireless Mobile Column Lift (Set of 4).

This will allow Augusta Transit to continue to make repairs as necessary to its vehicles

Financial Impact: This purchase will be funded with GDOT TTFP grant funds from the Transit Department's 2026 Capital Budget with no matching funds required.

The allocated funding breakdown is:

Funding Sources	Total	Split	Federal	Local
GDOT TTFP Grant	$49,037.00	0	$0.00	$0.00
Total	**$49,037.00**			

Alternatives: Deny request.

Recommendation: Approve the purchase of the Mobile Column Lift from Reliable Hydraulics, Inc.

Funds are available in the following accounts: 54709-1123/54-1110

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, May 27, 2026 @ 11:00 a.m. and will be opened publicly. Opening may also be viewed via Teams: Meeting ID: 252 333 845 991 23; Passcode: QK6mV92L** for furnishing:

Bid Item #26-267 Mobile Column Lift Replacement for Augusta, GA – Augusta Transit Department

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).** Bid documents may be obtained through the Augusta, Georgia web site under the Procurement Department **ARCBid, Euna OpenBids, and Georgia Procurement Registry.** Bid documents may also be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

Optional pre-bid conference will be held on Monday, May 11, 2026 @ 10:00 a.m. via Teams: Meeting ID: 221 769 810 092 9 Passcode: Qc7V7CH6. An optional site visit is to follow. Please contact Dr. Oliver Page at (706)823-4400 if interested.

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

Augusta Procurement Department
Attn: Jamye Mortley
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: (706)821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of Wednesday, May 13, 2026 by 5:00 P.M.

The local vendor preference program is applicable to this project.

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

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

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees.

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

No bid will be accepted by email; all bids must be received by mail or hand delivered.

Publish: Augusta Chronicle April 16, 23, 30, and May 7, 2026

BID Opening: BID Item #26-267 Mobile Column Lift Replacement for Augusta, GA - Augusta Transit Department
BID Date: Wednesday, May 27, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 8
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 44
Georgia Procurement Registry: 296
Optional Pre-Bid Conference Attendees: 5
Total Packages Submitted: 6
Total Non-Compliant: 0

Vendors	Exhibit A	E-Verify Number	SAVE Form	Original	Bid Total	Delivery
Heavy Duty Lift & Equipment, Inc. 6559 Bermuda Lane Flowery Branch, GA 30542	Yes	277618	Yes	Yes	$49,000.00	5 Days ARO
Mohawk Lifts, LLC PO Box 110 65 Vrooman Ave Amsterdam, NY 12110	Yes	146286	Yes	Yes	$71,864.00	N/A
ARI Phoenix, Inc. 11163 Woodward Lane Sharonville, OH 45241	Yes	926361	Yes	Yes	$48,196.00	60 Days after receipt of order
MECO Inc of Augusta 1234 Gordon Park Road Augusta, GA 30901	Yes	520295	Yes	Yes	$54,618.07	August/September 2026 6 week lead time
Reliable Hydroulics Inc. 2600 South Cobb Drive SE Smyrna, GA 30080	Yes	934739	Yes	Yes	$49,037.00	1-2 weeks from Approval
Liftnow Automotive Equipment Corp. PO Box 972 Yorktown Heights, NY 10598	Yes	1632516	Yes	Yes	$57,844.00	20-25 Days ARO

Augusta
GEORGIA

EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the bid.

Below are the exceptions to the stated specifications:

- Control indicator has a digital display showing height and weight and a palm actuated mushroom style e-stop. It does not show lowering speed.
- There is no heavy-duty tow dolly, as vehicle lifts have wheels and are portable by hand, so they can be moved around the shop
- Adjustable 13 inch forks
- No individual user settings; unnecessary as there are dual independent and redundant mechanically operated safety mechanisms. This is to reduce risk of operator error. See Summary of Critical Safety Specifications #4. All Lifts are ALI safety certified.
- No adjustable lowering speed; speed is 160 seconds lifting and 117 seconds lowering
- No inverted hydraulic cylinder rod due to inherent leaking of hydraulic fluid, as additional weight of columns reduces mobility of lifts, it's difficult to synchronize the lifting posts, & there is additional maintenance of fluid replacement and inconsistent operation in cooler temperatures. ARI-hetra wireless lifts uses advanced technology with a recirculating ball bearing screw shaft and nut, requiring little maintenance and longer life for lifts.

Signature

5/23/26
Date

ARI Phoenix, Inc.
Company

Tekla Goodwin, Contracts Specialist
Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in any way different from that contained in the specifications.

Augusta GEORGIA

AUGUSTA PUBLIC TRANSIT

SHARON DOTTERY, TRANSIT DIRECTOR

AWARD RECOMMEDATION MEMORANDUM

TO: Andy Penick, Director Procurement

FROM: Sharon Dottery, Director Transit SD

DATE: October 8, 2026

SUBJECT: Award Recommendation for ITB 26-267

This memorandum represents a recommendation from Augusta Transit to purchase a Mobile Four Post Lift via ITB 26-267. This equipment will be used for repairs and maintenance of Transit's gas vehicles.

Bid openings were held on May 27, 2026, with six (6) vendors responding.

1. Aru Phoenix	$48,196.00
2. Heavy Duty Lift & Equipment, Inc.	$49,000.00
3. **Reliable Hydraulics, Inc.**	**$49,037.00**
4. MECO Inc. of Augusta	$54,618.07
5. Liftnow Automotive Equipment Corp	$57,844.00
6. Mohawk Lifts LLC	$71,864.00

Augusta Transit has reviewed each of the bids and has chosen to recommend the third lowest bid based on the following:

1. Reliable Hydraulics, Inc., their equipment best meets the requested specifications. **Year:** 2026 **Make:** Rotary **Model:** MCHM4190100.

-**Standardization:** with current 4 post lifts in the shop

-**Knowledge:** past experience with equipment current 4 Post lifts are approximately 15 years old with great customer service and working properly.

-**Exceptional Warranty for the 4 Post Lifts**

5 Years Structural Parts Warranty
5 Year Corrosion Warranty
5 Year Parts Warranty on Mobile Column Hydraulic Cylinder
2 Years Warranty on Mobile Column Batteries, 2nd year prorated
2 Years Warranty on Mobile Column Electronics
1 Year Parts and Labor Warranty
Lifetime Mobile Column Parts Warranty on Carriage Rollers

Augusta Transit
2844 Regency Blvd - Augusta, GA 30904
(706) 821-1818 – Fax (706) 821-1752
www.augustaga.gov

2. Heavy Duty Lift & Equipment, Inc. **Year:** 2026 **Make:** Stertil Koni USA **Model:** ST-1085FWA
-Standardization: No
-Knowledge: In-ground lifts
- Warranty for the 4 Post Lifts:
1 Year Parts and Labor/Labor Calls
2 Years Part
5 Years Main Hydraulic Cylinder Replacement

3. Ari Phoenix exceptions reviewed and were deemed not acceptable.

RECOMMENDED SUPPLIER NAME, ADDRESS, AND CONTACT INFORMATION

Reliable Hydraulics, Inc.
2600 South Cobb Drive, SE
Smyrna, GA 30080
Brandon Carrier
770-432-5410
Bcarrier@relhyd.com

Meco Augusta
1234 Gordon Park Rd
Augusta, GA 30901

Grainger Industrial Supply
1516 Gordon Hwy,
Augusta, GA 30906

Reliable Hydraulics Inc.
2600 S. Cobb Dr. SE
Smyrna, GA 30080

Heavy Duty Lift & Equipment
6559 Bermuda Lane
Flowery Branch, GA 30542

JCB
2000 Bamford Blvd
Pooler, GA 31322

Thompson Lift Truck
4031 Mike Padgett Hwy
Augusta, GA 30906

Rotary Lift Company
38 Sparrows Walk
Powder Springs, GA 30127

Advanced Material Handling
325 Horizon Dr
Suwanee, GA 30024

Sharon Dottery
Augusta Transit

Oliver Page
Augusta Transit

Dr. Yolanda Jackson
Compliance

Bid item #26-267 Mobile Column Lift Replacement for Augusta, GA- Augusta Transit Department
Bid Due: Wed, 5/27/26 @11:00 a.m.

Bid item #26-267 Mobile Column Lift Replacement for Augusta, GA- Augusta Transit Department
Mail Date: 4/16/26

Click here to find out how Euna Procurement can better help your purchasing team

Planholders

Add Supplier | Export To Excel

Supplier (5)

Supplier	Download Date
ConstructConnect	04/18/2026
Dodge Data	04/17/2026
Heavy Duty Lift & Equipment, Inc.	05/11/2026
Onvia, Inc. - Content Department	04/17/2026
Stertil-Koni Corporation	04/17/2026

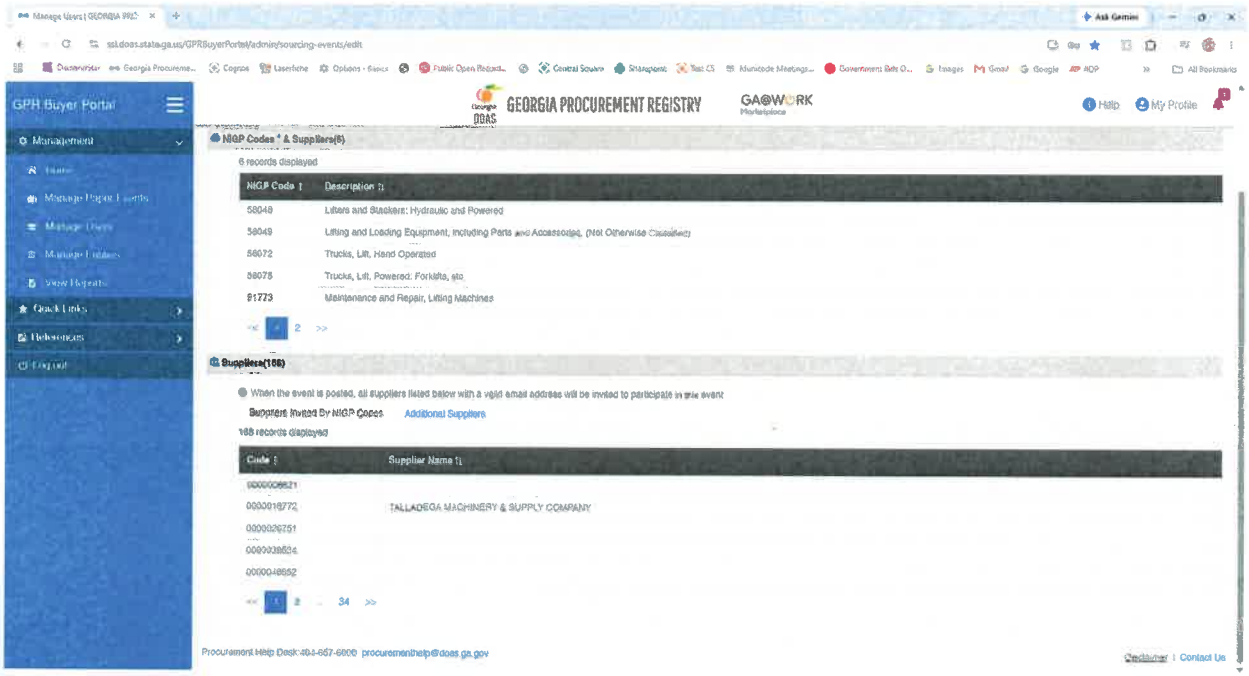
Add Supplier

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
Bid Item #26-267 Mobile Column Lift Replacement	Bid Document / Specifications	View History


GPH Buyer Portal
Management
Quick Links
References
Logout
GEORGIA PROCUREMENT REGISTRY
GA@WORK
Help
My Profile
NIGP Codes * & Suppliers(6)
6 records displayed
NIGP Code
Description
58048
Lifters and Stackers: Hydraulic and Powered
58049
Lifting and Loading Equipment, Including Parts and Accessories, (Not Otherwise Classified)
58072
Trucks, Lift, Hand Operated
58075
Trucks, Lift, Powered: Forklifts, etc.
91773
Maintenance and Repair, Lifting Machines
Suppliers(168)
When the event is posted, all suppliers listed below with a valid email address will be invited to participate in this event
Suppliers Invited By NIGP Codes
Additional Suppliers
168 records displayed
Code
Supplier Name
0000018772
TALLADEGA MACHINERY & SUPPLY COMPANY
Procurement Help Desk: 404-657-6000 procurementhelp@doas.ga.gov
Disclaimer | Contact Us

Meeting Name: Public Services

Meeting Date: November 24, 2026

Item Name: TripSpark Hardware/Software Sole Source Upgrade Additional Equipment

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the CO1 – sole source upgrade purchase of additional hardware/software equipment for bus reporting data required to include GTFS Real Time Feed $30,345 / 19 Sunrise Signs $24,194.94. (R426582)

Background: On January 20, 2026, Commission approved Augusta Transit's purchase of the sole source upgrade of hardware/software equipment for the Trip/Spark Data System technology for $419,283.00. However, as packages began arriving and installations started it was discovered that some equipment/software was missing and had not been included in the price.

Augusta Transit has made a significant investment in TripSpark STREETS and PASS software as a core element of its transit management system. The myDrive and Ranger MDTs are the exclusive in-vehicle endpoints that enables real-time data transmission to STREETS and PASS. Attempting to install a non-proprietary TripSpark MDT would require substantial system reconfiguration posing risks of data loss, operational downtime, decreased maintenance efficiency, and considerable additional costs—far exceeding the cost of a sole source installation.

Analysis: The missing Sunrise Signs (LED bus destination signs) Transit was given a 10% discount on the missing hardware. Transit also requires a live GTFS Feed for its Traffic Signal Prioritization Project for the buses through our CAD AVL system with TripSpark which provides data to the GTFS-RT feed.

GTFS-RT is the industry standard format—originally defined by Google—used by public transit agencies to provide real-time bus data, including route information, vehicle locations, and passenger counts.

By utilizing this feed, the Transit Signal Priority (TSP) requests can be configured based on transit's specific parameters, such as requesting priority only for buses running behind schedule. Additionally, the TSP analytics will calculate route-specific metrics, including dwell times at bus stops and signal delay at Opticom-enabled intersections.

Because the CAD AVL system provides data in this standard format, we will not need to purchase or install additional third-party hardware or software. Furthermore, as the industry standard evolves, the feed and the TSP system will update accordingly.

Financial Impact: This purchase will be funded with Federal, Local GDOT TTFP grant funds from the Transit Department's 2026 Capital Budget. The allocated funding breakdown is:

Funding Sources	Total	Split	Federal	Local
GDOT TTFP Grant	$18,000.00	0	$0.00	$0.00
FTA Grant GA-2021-023-00	$36,539.94	80/20	$29,231.95	$7,307.99
Total	**$54,539.94**		**$29,231.95**	**$7,307.99**

Project Cost Approved 1/20/26: $419,283.00
Current Request: $ 54,539.94
Total Project Cost: $473,822.94

Alternatives: Deny request.

Recommendation: Approve the sole source purchase of the software/hardware upgrade from TripSpark allowing continuity of the system and allowing Transit to continue to move forward with this project.

Funds are available in the following accounts: 54709-1122/54-24220
54709-1226/54-21160

REVIEWED AND APPROVED BY: N/A

Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402
Telephone: 1.877.448.7273

WORK ORDER

Client Name: Augusta Richmond County
Address: 535 Fenwick Str 800
Augusta, GA 30904-3727
USA
Attention: Sharon Dottery
Position: Transit Director
Phone: (706) 821-1818
Email: sdottery@augustaga.gov

Work Order#: WO-0152741
Date Requested: 2026/09/14
Requested By: Sharon Dottery

A copy of the purchase order related to the items below must be received by TripSpark prior to the delivery of any hardware, software, or services.

Product Name	Type	Quantity	Unit Price	Total Price
Shipping	Shipping	1	$22.00	$22.00
Streets-CAD/AVL: Service	Service	1	$1,900.00	$1,900.00
Streets-ITS-Parts: Hardware	Hardware	1	$22,272.94	$22,272.94

Total: $24,194.94* *Plus Applicable Sales Tax*

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client", "Buyer", "Customer", or "Licensee") is governed by the terms and conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon delivery of hardware, software, or services as described in this Work Order.

Trapeze Software Group, Inc.

_____

_____
Date

Augusta Richmond County

_____

_____
Date

*Price valid for thirty (30) days. All Prices in USD.

In addition to the fees payable by Client in this Work Order, taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees or other amounts it would have been paid but for such tax or levy.

TripSpark requires a response within thirty (30) calendar days, after thirty (30) days this work order will expire.

TripSpark Confidential

TripSpark Confidential

Attachment 1

TripSpark
Terms and Conditions of Sale

1. GENERAL.
These Trapeze Software Group, d.b.a. TripSpark Technologies (the "**Seller**") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "**Goods**" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "**Services**" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.
2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.
Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.
Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design, workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.
6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "**Motor vehicle**" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.
Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier

limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "**Claimant**") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "**Act**"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

(i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;

(ii) have a DBE content requirement of 0%;

(iii) not transfer ownership of any intellectual property;
(iv) not include bonding requirements;
(v) not include any liquidated damages under the final contract; and
(vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.
These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.
Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY
Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

TripSpark Confidential

Augusta - 19 SunRise Signs

Item	Description	Type	Quantity	Unit Price	Price
1	**In-Vehicle Equipment**				**$22,272.94**
	45T0250-001 TripSpark SunRise Sign w/Pig Tail, IGN Altered	Hardware	19	$1,465.33	$27,841.18
	10% Discount - For Missing Hardware	Hardware	1	-$5,568.24	-$5,568.24
2	**Services**				**$1,900.00**
	Installation Services	Service	lot		$1,900.00
3	**Shipping**				**$22.00**
	Shipping	Shipping		$22.00	
4	**Total**				**$24,194.94**

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies ("TripSpark")

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402
Telephone: 1.877.448.7273

WORK ORDER

Client Name: Augusta Richmond County
Address: 535 Fenwick Str 800
Augusta, GA 30904-3727
USA
Attention: Sharon Dottery
Position: Transit Director
Phone: (706) 821-1818
Email: sdottery@augustaga.gov

Work Order#: WO-0151871
Date Requested: 2026/06/23
Requested By: Sharon Dottery

A copy of the purchase order related to the items below must be received by TripSpark prior to the delivery of any hardware, software, or services.

Product Name	Type	Quantity	Unit Price	Total Price
Streets-GTFS-Real-Time-Feed: License	License	1	$24,570.00	$24,570.00
Streets-GTFS-Real-Time-Feed: Service	Service	1	$5,775.00	$5,775.00

Total: $30,345.00* *Plus Applicable Sales Tax*

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client", "Buyer", "Customer", or "Licensee") is governed by the terms and conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon delivery of hardware, software, or services as described in this Work Order.

Trapeze Software Group, Inc.

_____

_____
Date

Augusta Richmond County

_____

_____
Date

*Price valid for thirty (30) days. All Prices in USD.

In addition to the fees payable by Client in this Work Order, taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees or other amounts it would have been paid but for such tax or levy.

TripSpark requires a response within thirty (30) calendar days, after thirty (30) days this work order will expire.

TripSpark Confidential

TripSpark Confidential

Attachment 1

TripSpark
Terms and Conditions of Sale

1. GENERAL.
These Trapeze Software Group, d.b.a. TripSpark Technologies (the "**Seller**") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "**Goods**" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "**Services**" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.
2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.
Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.
Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design, workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.
6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "**Motor vehicle**" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.
Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier

limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "**Claimant**") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "**Act**"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

(i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;

(ii) have a DBE content requirement of 0%;

(iii) not transfer ownership of any intellectual property;
(iv) not include bonding requirements;
(v) not include any liquidated damages under the final contract; and
(vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.
These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

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Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

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Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

TripSpark Confidential

Augusta - GTFS Real Time

TripSpark

Item	Product	Licenses	Services	Expenses	Hardware	Installation	Discount	Total
	Back Office Add-Ons							
	GTFS Real Time Feed	$24,570	$5,775	$0	$0	$0	$0	$30,345
								$30,345
Total								**$30,345**

	Software Maintenance	Year 1	Total
	GTFS Real Time Feed	$4,914	$4,914
			$4,914

Maintenance commences with first operational use of the software, is paid yearly, and is based on then current license value of software in use.
24/7 support is provided via TripSpark's standard support procedures.

Pricing is based on the following operational metrics:

Total Number of Vehicles	21
Additional Spares	0
Fixed Route Vehicles	21

Prices are budgetary only, in US dollars and valid for 90 days.
All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.

Payment Terms

Milestone 1: 100% of License fees (and hosting services if applicable) due upon execution of the Agreement.
Milestone 2: 100% Equipment hardware due upon drop ship delivery to Customer site.
Milestone 3: 25% of Services and Expenses due upon delivery of draft Operational Review document
Milestone 4: 25% of Services and Expenses due upon installation of Software
Milestone 5: 25% of Services and Expenses due upon delivery of initial training session
Milestone 6: 25% of Services and Expenses due upon System Acceptance

Spare Hardware

Additional spare in-vehicle equipment should be purchased to support swap-out maintenance.
TripSpark recommends a minimum spare ratio of 5%, one spare unit per training kit is required to conduct driver training.

Assumptions

Client will be responsible for providing the following if not hosted by TripSpark:

Client is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.

TripSpark will provide:

All of the onboard equipment included above
Technical services to include: project management; system testing; 'train the trainer' training; implementation; and remote support.

Client will be responsible for providing the following:

Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
Access to the servers via the internet (i.e. VPN, PCAnywhere) to support remote trouble-shooting/support.
Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
Public data network activations and monthly airtime subscriptions for each vehicle.
Wi-Fi access points at the garages.
Swap-out maintenance of in-vehicle equipment during and after the warranty period.
Data entry/verification including but not limited to stops, routes, schedules, timepoints.
Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to get approval.
SQL for databases for all TripSpark Software

Public Services Committee Meeting

November 24, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-44 –New Location: Retail Package Beer and Wine. Karl E Hunsinger Jr. is the applicant for Gregory M Parker Inc #150, to be used in connection with 3228 Wrightsboro Rd, Augusta GA 30909. District 2, Super District 9.
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $1330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 26-44

Application Type: Retail Package Beer & Wine– New Location

Business Name: Gregory M. Parker, Inc #150

Hearing Date: November 24, 2026

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

---

Applicant: Karl E Hunsinger Jr

Property Owner: Drayton Parker Companies LLC

Address of Property: 3228 Wrightsboro Road

Tax Parcel #: 042-3-005-01-0

Commission Districts: District 2, Super District 9



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $1330.00.

RECOMMENDATION:

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

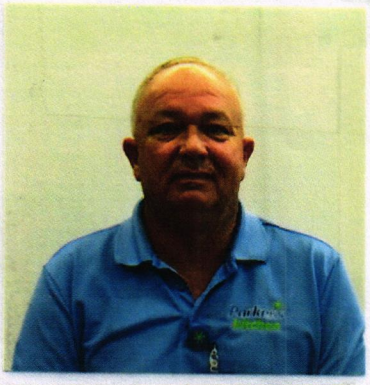
Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

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

ORIGINAL

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

RECEIVED 10/19/2026
Augusta G A Planning & Development



Alcohol License Number (Office Use Only): LCB20260001339 AN: 26-44

Alcohol Beverage Application

Business Legal Name: Gregory M. Parker, Inc. dba Parker's Kitchen #150
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3228 Wrightsboro Road, Augusta, GA 30909
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 042-3-005-01-0 Zoning: _____

Business Phone: (706) 642-0995 Home Phone: (___) _____

Applicant Name: Karl E. Hunsinger, Jr.

Applicant's Address: [redacted]
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant: N/A

Location Manager(s): 1. Karl E. Hunsinger, Jr.

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: _____

Mailing Address:

Name of Business: Gregory M. Parker, Inc.
Attention: Blake L. Greco, General Counsel
Address: 171 Crossroads Parkway
City/State/Zip: Savannah, GA 31407

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: Gregory M. Parker, Inc.

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

Name	Position	SSNO #	Address	Interest
Gregory M. Parker	Owner/ Executive Chairman	[redacted]	[redacted]	[redacted]
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

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

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

Total License Fee: $ 1330 Prorated License Fee (After July 1 ONLY: $ 665

Have you ever applied for an Alcohol Beverage License before: ⊗ Yes ○ No

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

_____

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

☒ Yes ☐ No If so, please initial: _____

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ○ Yes ⊗ No
If yes, give full details:

_____

_____

_____

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

_____

_____

_____

List owner or owners of the building and property.

Property: Drayton-Parker Companies, LLC

Building: Gregory M. Parker, Inc.

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

Gregory M. Parker

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

A) Church: ±1,384 ft

B) Library: ±16,368 ft

C) School ±1,584 ft

D) Public Recreation: ±3,168 ft

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

Applicant Signature

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

This 7th day of October, in the year 2026.

Notary Public

MARY FRANCES GREENWOOD NOTARY PUBLIC CHATHAM COUNTY GEORGIA EXPIRES SEP. 18, 2029

Office Use Only

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

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

Administrator

Date

Public Services Committee Meeting

November 24, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-45 –Existing Location, New Ownership: consumption on Premise Liquor and Beer. Nicholas Scavone is the applicant for Firehouse Bar, to be used in connection with 1145 Broad Street, Augusta GA 30901. District 1, Super District 9.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $3,740.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 26-45

Application Type: Consumption on Premise: Liquor and Beer

Business Name: Firehouse Bar

Hearing Date: November 24, 2026

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

---

Applicant: Nicholas Scavone

Property Owner: Downtown Augusta Investor LLC

Address of Property: 1145 Broad Street

Tax Parcel #: 036-4-151-00-0

Commission Districts: District 1, Super District 9



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of $3,740.00.

RECOMMENDATION:

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

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

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

ORIGINAL

RECEIVED 10/19/2026

Alcohol License Application
Licensing Division
1803 Marvin Griffin Rd
Augusta, GA 30904
706-312-5038

Augusta GEORGIA 1736
Planning & Development



Alcohol License Number (Office Use Only): LCB20260001342

AN26-45

Alcohol Beverage Application

Business Legal Name: Firehouse Bar
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1145 Broad St Augusta, GA 30901
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 036-4-151-00-0 Zoning: B2

Business Phone: (706) 414-1501 Home Phone: [redacted]

Applicant Name: Nicholas P Scavone

Applicant's Address: 5004 Sanctuary Dr Augusta, GA 3090
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant:

Location Manager(s): 1. Nicholas Scavone
2. Jason Kensinger
3.

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

Ownership Information

Corporation (if applicable): Date Chartered: Firehouse Vol 2 LLC

Mailing Address:

Name of Business: Firehouse Vol 2 DBA Firehouse Bar
Attention: Nicholas Scavone
Address: 1145 Broad St.
City/State/Zip: Augusta, GA 30901

Ownership Type: ☐ Corporation ☑ Partnership ☐ Individual

Corporate Name: Firehouse Bar

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

Name	Position	SSNO #	Address	Interest
Nicholas Scavone	Owner	[redacted]	[redacted]	Partner
Jason Kensinger	Owner	[redacted]	[redacted]	Partner
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?
☐ Restaurant – Full ☐ Restaurant – Limited ☐ Hybrid ☑ Lounge ☐ Convenience Store
☐ Package Store ☐ Other: _____

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

Total License Fee: $ 3740 Prorated License Fee (After July 1 ONLY: $ 1870

Have you ever applied for an Alcohol Beverage License before: ○ Yes ☑ No

If so, give year of application and its disposition: none

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

☑ Yes ☐ No If so, please initial: [initials]

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ○ Yes ☑ No
If yes, give full details:

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ☑ Yes ○ No
If yes, give reason charged or held, date and place where charged and its disposition.
Driving Under the influence 2008 Columbia County, GA - guilty

List owner or owners of the building and property.

Downtown Investors Group
Sherman and Hemstreet Real Estate

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

none

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

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

Applicant Signature

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

This 9th day of Oct, in the year 2026.

JENNIFER AUSTIN NOTARY PUBLIC RICHMOND COUNTY, GA MY COMM. EXP. JUNE 28, 2030

Office Use Only

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

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

Administrator _____ Date _____

Public Services Committee Meeting

November 24, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-46 – Existing Location: Adding Sunday sales and dance to their liquor, beer, wine, and alcohol catering license. Shawntae Toone is the applicant for Audie James Gertler LLC dba Sheehan's Irish Pub, located at 2571 Central Ave, Augusta GA 30904. District 1, Super District 9
Background:	Existing Location, adding Sunday sales and dance.
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $5,870.00 annually
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 26-46

Application Type: Existing Location: Adding Sunday Sales and dance to their Consumption on Premises Liquor Beer, and Wine license.

Business Name: Audie James Gertler LLC dba Sheehan's Irish Pub

Hearing Date: November 24, 2026

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

---

Applicant: Shawntae Toone

Property Owner: Beacon Blue LLC

Address of Property: 2571 Central Ave

Tax Parcel #: 044-1-069-00-0

Commission Districts: District 2, Super District 9



ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

- **Location -** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area –** The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

Dancing – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

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

FINANCIAL IMPACT: The applicant will pay a fee of $5,870.00

RECOMMENDATION:

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

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

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

COPY

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

Augusta GEORGIA 1736 Planning & Development

Alcohol License Application
Mailing Address:
Augusta Planning & Development
P.O. Box 9270
Augusta, GA 30906

Alcohol License Number (Office Use Only): LCB20190001177 AN 26-46

Alcohol Beverage Application

Business Legal Name: Audie James Gertler LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 2571 Central Ave Augusta, GA. 30904
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 044-1-069-00-0 Zoning: B-1

Business Phone: (706) 364-1234 Home Phone: [redacted]

Applicant Name: Shawntae Nicole Toone

Applicant's Address: 2324 Central Ave Augusta, GA 30904
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Shawntae Gertler
2. Jovany Gertler
3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ● Yes ○ No

Ownership Information

Corporation (if applicable): Date Chartered: _____

Mailing Address:

Name of Business: Sheehan's Irish Pub
Attention: _____
Address: 2571 Central Ave
City/State/Zip: Augusta, GA. 30904

Ownership Type: ☐ Corporation ☒ Partnership ☐ Individual

Corporate Name: _____

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

Name	Position	SSNO #	Address	Interest
Shawntae Toone	owner 45%	[redacted]	[redacted]	45%
Jovany Gertler	owner 45%	[redacted]	[redacted]	45%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Judith Gertler	owner	[redacted]	[redacted]	10%

What type of business will you operate in this location?

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

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

Total License Fee: $ 5870 Prorated License Fee (After July 1 ONLY: $ 2935

Have you ever applied for an Alcohol Beverage License before: ☑ Yes ○ No

If so, give year of application and its disposition: 2019 current

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

☑ Yes ☐ No If so, please initial: SNG

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

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

If yes, give full details:

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

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

List owner or owners of the building and property.

Bray Borderman

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

45% partner
Jovany Gertler, Judith Gertler 10% owner partner

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

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

Applicant Signature

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

This 13th day of November, in the year 2024.

Office Use Only

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

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

Administrator Date

Augusta
GEORGIA

Public Services Committee Meeting

November 24, 2026

Alcohol License

Department:	Planning & Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	Motion to approve a request by Planning & Development to renew the existing 2026 Alcohol Licenses. These licenses include Sunday Sales, Liquor Stores, Wholesale Dealers, Alcohol Catering, Cigar Lounges, Incidental, Hybrid, and an Adult Bookstore.
Background:	This is an annual renewal for the year 2027.
Analysis:	The applicants will meet the requirements for renewing their current Alcohol Licenses for the year 2027.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	The Planning & Development Department recommends approval.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

2026 ALCOHOL LICENSES

TO BE RENEWED FOR 2027

Prepared by: Planning and Development Department

Adleasia Cameron, Director

1803 Marvin Griffin Road

Augusta, GA. 30906

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SECTION I	2027 ALCOHOL LICENSE RENEWALS
SECTION II	SUNDAY SALES ESTABLISHMENTS
SECTION III	PACKAGE SHOPS/LIQUOR STORES
SECTION IV	WHOLESALE DEALERS
SECTION V	ALCOHOL CATERING
SECTION VI	CIGAR LOUNGES
SECTION VII	ALCOHOL HYBRID LICENSES
SECTION VIII	ALCOHOL INCIDENTAL LICENSES
SECTION IX	ADULT BOOKSTORE
SECTION X	ALCOHOL FEE INFORMATION ADDENDUM TO ALCOHOL LICENSES



Section I

ALCOHOL LICENSE RENEWALS FOR 2027

11/5/2026

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
THE PATIO BAR & GRILLE, LLC	LCB20250002027	2417 Milledgeville Rd, Augusta, GA 30904		
L012		Alcohol Consump. on Premises - Liquor	03/04/2026	3,175.00
L013		Alcohol Consump. on Premises - Beer	03/04/2026	635.00
L014		Alcohol Consump. on Premises - Wine	03/04/2026	635.00
L024		Sunday Sales	03/04/2026	1,270.00
19TH HOLE SPIRITS LLC	LCB20260000362	3101 Washington Rd, Augusta, GA 30907		
L015		Alcohol Retail Package - Liquor	03/06/2026	3,330.00
L016		Alcohol Retail Package - Beer	03/06/2026	665.00
L017		Alcohol Retail Package - Wine	03/06/2026	665.00
2 GINGERS AUGUSTA LLC	LCB20190001146	3112 Washington Rd Ste J, Augusta, GA 30907		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
211 BAR AND GRILL	LCB20230001142	4630 Mike Padgett Hwy, Augusta, GA 30906		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L023		Dance Hall	11/19/2025	155.00
2160 MARKET LLC	LCB20230001461	2160 M L King Jr Blvd, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
2540 CENTER W PARKWAY HOTEL LLC	LCB20080037523	2540 Center West Pkwy, Augusta, GA 30909		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
365 LIQUOR STORE, LLC	LCB20220001050	2852 Deans Bridge Rd, Augusta, GA 30906		
L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
5TH AND FIRE	LCB20240000694	551 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
619 BOUNDARY LLC	LCB20240001559	619 East Boundary St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
7 MIL ENTERTAINMENT LLC	LCB20190001452	519 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
L023		Dance Hall	11/19/2025	155.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
8TH STREET FAMILY LLC	LCB20260000990	307 Eighth St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	07/27/2026	665.00
L017		Alcohol Retail Package - Wine	07/27/2026	665.00
A & E SPORTS BAR AND LOUNGE	LCB20240001494	2623 Deans Bridge Rd, Augusta, GA 30906		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
A K GROCERY, LLC	LCB20150001269	234 Boy Scout Rd, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
A. B. BEVERAGE COMPANY	LCB19990900001	655 INDUSTRIAL PARK BLVD, EVANS, GA 30809		
L018		Alcohol Wholesale - Liquor	12/15/2025	6,050.00
L019		Alcohol Wholesale - Beer	11/19/2025	665.00
L020		Alcohol Wholesale - Wine	12/15/2025	135.00
A1 INVESTMENT LLC	LCB20190001226	2819 Washington Rd, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,270.00
L025		Alcohol Catering	11/19/2025	365.00
AFFINITI GOLF PARTNERS LLC	LCB20260000085	1928 Jim Dent Way, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	02/18/2026	3,175.00
L013		Alcohol Consump. on Premises - Beer	02/18/2026	635.00
L014		Alcohol Consump. on Premises - Wine	02/18/2026	635.00
L024		Sunday Sales	02/18/2026	1,270.00
AFFINITI GOLF PARTNERS, LLC	LCB20250001579	1500 Comfort Rd, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	12/08/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	12/08/2025	635.00
L014		Alcohol Consump. on Premises - Wine	12/08/2025	635.00
L024		Sunday Sales	12/08/2025	1,270.00
AFICIONADOS	LCB20100001450	307 Eighth St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	02/18/2026	665.00
L017		Alcohol Retail Package - Wine	02/18/2026	665.00
L025		Alcohol Catering	02/18/2026	365.00
AKSHAR BLESSINGS 2 LLC	LCB20240001574	4212 Windsor Spring Rd, Hephzibah, GA 30815		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
ALDI INC (GEORGIA)	LCB20220001532	3121 Peach Orchard Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
ALEX & KAVITA FOODMART LLC	LCB20260000377	2078 Old Savannah Rd, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	03/10/2026	665.00
L017		Alcohol Retail Package - Wine	03/10/2026	665.00
AM LIQUOR STORE, LLC	LCB20210001926	2545 Peach Orchard Rd, Augusta, GA 30906		
L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
AM PM CONVENIENCE STORES INC	LCB20160000274	3982 Mike Padgett Hwy, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
AMERICAN LEGION POST 178	LCB19990000830	3219 Richmond Hill Rd, Augusta, GA 30906		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L023		Dance Hall	11/19/2025	155.00
L024		Sunday Sales	11/19/2025	1,270.00
AMERICAN LEGION POST 205	LCB19990012766	2102 Highland Ave, Augusta, GA 30904		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L023		Dance Hall	11/19/2025	155.00
L024		Sunday Sales	11/19/2025	1,270.00
AMJOT INC	LCB20200000758	2545 Peach Orchard Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
AM-PM GAS & CONVENIENCE STORE, LLC	LCB20140001161	2262 Rosier Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
AM-PM TRAVEL CENTER	LCB20140000942	4706 Deans Bridge Rd, Blythe, GA 30805		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
ANGAD'S GEORGIA, LLC	LCB20140001175	2810 Washington Rd, Augusta, GA 30909		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
ANJ INC	LCB20150001519	1236 Gordon Hwy, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
ANOTHER BROKEN EGG OF AUGUSTA, LLC	LCB20230001017	1095 Alexander Dr Ste 100, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
ANTHONY JOHNSON	LCB20260000506	720 Robinson Ave E Ste 101, Grovetown, GA 30813		
	L013	Alcohol Consump. on Premises - Beer	04/08/2026	625.00
	L014	Alcohol Consump. on Premises - Wine	04/08/2026	625.00
	L024	Sunday Sales	04/08/2026	1,245.00
APPLE GEORGIA, LLC	LCB20120001203	3117 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
APPLE GEORGIA, LLC	LCB20120001204	2125 Windsor Spring Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
APPLE INVESTMENTS 2022 INC	LCB20220001350	3307 Mike Padgett Hwy Ste B, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ARSEN INVESTMENT LLC	LCB20250002084	2614 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	02/05/2026	665.00
	L017	Alcohol Retail Package - Wine	02/05/2026	665.00
ARSENAL HOLDINGS, LLC	LCB20160000035	1419 Monte Sano Ave, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ARYA AND ARYAN INC	LCB20220000582	2177 Broad St, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ARYAN & ISHAN LLC DBA SUPER MINI MART	LCB20190001523	1812 Lumpkin Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
AUDIE JAMES GERTLER LLC	LCB20190001177	2571 Central Ave, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
AUGUSTA AERIE CO. 1197, FRATERNAL ORDER OF EAGLES,INC	LCB19990003144	1999 Scott Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	12/05/2025	3,330.00

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Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L013	Alcohol Consump. on Premises - Beer	12/05/2025	665.00
	L023	Dance Hall	12/05/2025	155.00
AUGUSTA BEVERAGE CENTER	LCB20180002040	3441 Wrightsboro Rd, Augusta, GA 30909		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
Augusta Cigars & Billiards	LCB20260000776	3112 Washington Rd Ste A, Augusta, GA 30907		
	L013	Alcohol Consump. on Premises - Beer	10/12/2026	625.00
AUGUSTA COUNTRY CLUB INC.	LCB19990012795	655 Milledge Rd, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
	L024	Sunday Sales	11/19/2025	1,295.00
AUGUSTA DELI, LLC	LCB20180001799	758 Broad St, Augusta, GA 30901		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
AUGUSTA ENTERTAINMENT LLC	LCB20170001068	3238 Wrightsboro Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
AUGUSTA HAWAIIAN LLC	LCB20230000351	2801 Washington Rd Ste 105, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00
AUGUSTA LIQUORS, INC.	LCB20110001094	823 Cabela Dr, Augusta, GA 30909		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
AUGUSTA LODGING, LLC	LCB20170001186	1110 Marks Church Rd, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
AUGUSTA MARRIOTT HOTEL AT THE CONVENTION CTR	LCB19990014691	2 TENTH ST , AUGUSTA, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L021	Second Alcohol	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
	L025	Alcohol Catering	11/19/2025	365.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
AUGUSTA MART INC		LCB20240001389	601 Bransford Rd, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	01/05/2026	665.00
	L017		Alcohol Retail Package - Wine	01/05/2026	665.00
AUGUSTA MIYABI, INC.		LCB20120001486	1315 Augusta West Pkwy, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
AUGUSTA NATIONAL GOLF CLUB		LCC19990000013	2604 Washington Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
	L025		Alcohol Catering	11/19/2025	365.00
AUGUSTA SOCIAL CITY, LLC		LCB20200001542	1157 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023		Dance Hall	11/19/2025	155.00
AUGUSTA WASHINGTON ROAD LLC		LCB20160000983	3028 B Washington Rd, Augusta, GA 30907		
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
AYAAN 16 LLC		LCB20240001359	2372 Barton Chapel Rd, Augusta, GA 30906		
	L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
BALDINOS GIANT JERSEY SUBS		LCB19990018345	2760 Tobacco Rd, Hephzibah, GA 30815		
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
BAR 101, LLC		LCB20180001422	3328 Washington Rd Ste E, Augusta, GA 30907		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L023		Dance Hall	11/19/2025	155.00
BEHR ENTERPRISES OF AUGUSTA LLC		LCB19990014548	771 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	12/31/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	12/31/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	12/31/2025	625.00
	L023		Dance Hall	12/31/2025	155.00
BENEVOLENT & PROTECTIVE ORDER OF ELKS OF THE USA		LCB20010025405	205 Elkdom Ct, Augusta, GA 30907		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
BEVERAGE SOUTH, LLC	LCB20040031133	1815 Wilkinson Rd, Augusta, GA 30904		
	L018	Alcohol Wholesale - Liquor	11/19/2025	6,050.00
	L019	Alcohol Wholesale - Beer	11/19/2025	665.00
	L020	Alcohol Wholesale - Wine	11/19/2025	135.00
BEYOND CASUAL CONCEPTS INC DBA RHINEHARTS OYSTER BAR	LCB19990002970	3051 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
BHALABHAI LLC	LCB20240001649	3011 Wheeler Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
BILLIARDS II LLC	LCB20180002480	3801 Mike Padgett Hwy, Augusta, GA 30906		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
BJS AUGUSTA	LCB20240000480	813 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	12/22/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	12/22/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	12/22/2025	650.00
BLAZIN WINGS INC #326	LCB20110000846	120 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
BLIND LOUI'S LIQUOR STORE, LLC	LCB20260000923	752 Broad St, Augusta, GA 30901		
	L015	Alcohol Retail Package - Liquor	09/02/2026	3,330.00
	L016	Alcohol Retail Package - Beer	09/02/2026	665.00
	L017	Alcohol Retail Package - Wine	09/02/2026	665.00
BLUE TOP LOUNGE & SUPPER CLUB	LCB20110000890	1241 Steiner Ave, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L023	Dance Hall	11/19/2025	155.00
BODEGA ULTIMA LLC	LCB20210001910	353 Highland Ave, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,245.00
BOLL WEEVIL CAFE & SWEETERY	LCB20260000028	8 James Brown Blvd, Augusta, GA 30901		
	L013	Alcohol Consump. on Premises - Beer	01/09/2026	635.00
	L014	Alcohol Consump. on Premises - Wine	01/09/2026	635.00
	L024	Sunday Sales	01/09/2026	1,270.00
BONEFISH GRILL, LLC	LCB20050033004	2913 WASHINGTON RD , AUGUSTA, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
BO'S PACKAGE	LCB20070035914	3001 Peach Orchard Rd, Augusta, GA 30906		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
BOWLERO AUGUSTA	LCB20140001211	3067 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
BRADLEY'S BBQ LLC	LCB20250001950	1209 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	01/23/2026	3,175.00
	L013	Alcohol Consump. on Premises - Beer	01/23/2026	635.00
	L014	Alcohol Consump. on Premises - Wine	01/23/2026	635.00
BRG BEVERAGES II LLC	LCB20050033381	273 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
BROAD BEVERAGE LLC	LCB20230000950	209 Fifth St, Augusta, GA 30901		
	L015	Alcohol Retail Package - Liquor	11/26/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
BRYAN, INC	LCB20200000946	1077 Stevens Creek Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
BRYTONI, LLC	LCB20050032370	3112 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00

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Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
C & P ENTERPRISES, INC DBA EL PRESIDENTE MEXICAN RESTAURANT	LCB20090060450	2 Eighth St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
CAHOC 4 LLC	LCB20100000474	203 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
	L025	Alcohol Catering	11/19/2025	365.00
CALVERT CRAIG LTD	LCB19990001105	401 Highland Ave, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CANTINA LOCALE, INC	LCB20190001021	2803 Wrightsboro Rd Ste 20A, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
	L025	Alcohol Catering	11/19/2025	365.00
CARRABBA'S ITALIAN GRILL LLC	LCB19990023100	2834 Washington Rd Ste Q1, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
CEC ENTERTAINMENT LLC	LCB20220000147	3435 Wrightsboro Rd Ste 1110, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
CFAA LLC	LCB20160000481	3224 Deans Bridge Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CH AUGUSTA LLC DBA SHERATON AUGUSTA	LCB20220001043	1069 Stevens Creek Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales		11/19/2025	1,330.00
CHATTHA CORPORATION		LCB20220001297	2161 Gordon Hwy, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
CHEDDAR'S CASUAL CAFE, INC #2181		LCB20170000974	3609 Walton Way Ext, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	665.00
	L024	Sunday Sales		11/19/2025	1,330.00
CHOP HOUSE, THE		LCB20080037535	3450 Wrightsboro Rd Ste D215, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	635.00
	L024	Sunday Sales		11/19/2025	1,270.00
CIRCLE K #5334		LCB19990022244	2572 Lumpkin Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer		12/05/2025	665.00
	L017	Alcohol Retail Package - Wine		12/05/2025	665.00
CIRCLE K #5337		LCB19990022235	2702 Wrightsboro Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
CIRCLE K #5341		LCB19990022237	3603 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer		12/05/2025	665.00
	L017	Alcohol Retail Package - Wine		12/05/2025	665.00
CIRCLE K #5365		LCB19990022236	3744 Wheeler Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
CIRCLE K #5372		LCB19990022241	1488 Reynolds St, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer		12/05/2025	665.00
	L017	Alcohol Retail Package - Wine		12/05/2025	665.00
CIRCLE K #5373		LCB19990022243	261 Furys Ferry Rd, Augusta, GA 30907		
	L016	Alcohol Retail Package - Beer		12/05/2025	665.00
	L017	Alcohol Retail Package - Wine		12/05/2025	665.00
CIRCLE K #5378		LCB19990022246	602 Scott Nixon Memorial Dr, Augusta, GA 30907		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
CIRCLE K #5581		LCB19990022240	2631 Wrightsboro Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer		12/05/2025	665.00
	L017	Alcohol Retail Package - Wine		12/05/2025	665.00
CIRCLE K #5582		LCB19990022247	2918 Washington Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORE #1875	LCB20140000050	3011 Gordon Hwy, Grovetown, GA 30813		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES #4463	LCB20090038020	3698 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #2703271	LCB20170001533	3947 Harper Franklin Ave, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	12/04/2025	665.00
	L017	Alcohol Retail Package - Wine	12/04/2025	665.00
CIRCLE K STORES INC #3168	LCB20050032287	2855 Washington Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #3170	LCB20050032281	2574 Tobacco Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #3171	LCB20050032280	1739 Walton Way, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #3174	LCB20050032279	1947 Gordon Hwy, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #3175	LCB20050032276	3412 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC #3178	LCB20050032286	2631 Washington Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	12/04/2025	665.00
	L017	Alcohol Retail Package - Wine	12/04/2025	665.00
CIRCLE K STORES INC #3179	LCB20050032285	3315 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	12/04/2025	665.00
	L017	Alcohol Retail Package - Wine	12/04/2025	665.00
CIRCLE K STORES INC #3180	LCB20050032283	499 Highland Ave, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	12/04/2025	665.00
	L017	Alcohol Retail Package - Wine	12/04/2025	665.00
CIRCLE K STORES INC, #2707036	LCB20220001877	1600 Barton Chapel Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	12/05/2025	665.00
	L017	Alcohol Retail Package - Wine	12/05/2025	665.00
CIRCLE K STORES INC, #2723266	LCB20150000977	3003 Deans Bridge Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES INC. #2723264	LCB20150000976	2822 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CIRCLE K STORES, INC #2723737	LCB20150000980	3539 Wheeler Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CK GAS & FOOD MART, LLC	LCB20240001224	2852 Deans Bridge Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	01/13/2026	665.00
	L017	Alcohol Retail Package - Wine	01/13/2026	665.00
CLIFFISMS LLC	LCB20200000138	2416 Windsor Spring Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L023	Dance Hall	11/19/2025	155.00
	L024	Sunday Sales	06/03/2026	1,245.00
	L025	Alcohol Catering	11/19/2025	365.00
CLUB VELVET	LCB20030029809	2306 Gordon Hwy, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
COLLEGE BOWL PACKAGE	LCB20040031742	119 Laney Walker Blvd Ext, Augusta, GA 30901		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
COSTCO WHOLESALE CORPORATION	LCB20110000967	825 Cabela Dr, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
COURTYARD MANAGEMENT LLC	LCB19990002153	1045 Stevens Creek Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00
CRUST AUGUSTA, LLC	LCB20210001843	1855 Central Ave, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
	L025	Alcohol Catering	11/19/2025	365.00
C'S CORNER CONVENIENCE STORE LLC	LCB20160000018	2302 Wheeless Rd, Augusta, GA 30906		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
CUZ'S PLACE	LCB20050033404	1979 Tobacco Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
DANG DAIQUIRI LLC	LCB20220001377	3062 Damascus Rd, Augusta, GA 30909		
	L015	Alcohol Retail Package - Liquor	12/30/2025	3,330.00
	L016	Alcohol Retail Package - Beer	12/30/2025	665.00
	L017	Alcohol Retail Package - Wine	12/30/2025	665.00
	L025	Alcohol Catering	07/06/2026	365.00
DAVE & BUSTER'S OF GEORGIA, LLC	LCB20190001231	807 Cabela Dr, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
DAZ PETROLEUM INC	LCB20260000225	1898 Gordon Hwy, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	03/30/2026	665.00
	L017	Alcohol Retail Package - Wine	03/30/2026	665.00
DBOOTS, LLC	LCB20230000778	917 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	12/22/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	12/22/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	12/22/2025	635.00
DIAMOND CUISINE	LCB20250000888	718 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	07/01/2026	3,115.00
	L013	Alcohol Consump. on Premises - Beer	07/01/2026	625.00
	L014	Alcohol Consump. on Premises - Wine	07/01/2026	625.00
	L024	Sunday Sales	07/01/2026	1,245.00
DIMPLE & ROCKY LLC	LCB20120001181	3184 Skinner Mill Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
DISCOTHEQUE INC.	LCB20210001676	533 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
DISCOTHEQUE INC-RIVERFRONT PUB & SPORTS	LCB19990013441	531 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
DOC'S PORCHSIDE AUGUSTA, INC	LCB20040031433	3035 Washington Rd, Augusta, GA 30907		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,330.00
L025		Alcohol Catering	11/19/2025	365.00
DREAMERVP LLC	LCB20210001867	808 Eleventh St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
DTJR, LLC	LCB20190000306	1268 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,330.00
EL PASO TACOS & TEQUILA OF AUGUSTA LLC	LCB20240000175	1167 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
EMIL'S LLC	LCB20250000121	902 Broad St, Augusta, GA 30901		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
ENTERTAINMENT HOSPITALITY GROUP, LLC	LCB20110000456	3631 Walton Way Ext, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L025		Alcohol Catering	11/19/2025	365.00
EPHESUS MED, LLC	LCB20150000592	3102 A Washington Rd, Augusta, GA 30907		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
EXECUTIVE INN	LCB20140001349	1238 Gordon Hwy, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
FAMILY DOLLAR STORE OF GA, LLC	LCB19990013031	1991 Broad St, Augusta, GA 30904		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20030030129	1713 Walton Way, Augusta, GA 30904		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20030030130	2310 Milledgeville Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20040031767	2020 Gordon Hwy, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20130000242	2428 Windsor Spring Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20160000597	3211 Old Mcduffie Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAMILY DOLLAR STORES OF GEORGIA, LLC	LCB20220001218	5109 Mike Padgett Hwy, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FAT MAN'S MILL CAFE	LCB20060034535	1450 GREENE ST , AUGUSTA, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L025	Alcohol Catering	11/19/2025	365.00
FDNvestments LLC	LCB20230001449	473 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	12/04/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	12/04/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	12/04/2025	650.00
	L023	Dance Hall	12/04/2025	155.00
	L025	Alcohol Catering	12/04/2025	365.00
FILLING STATION, THE	LCB20080037377	1258 Gordon Hwy, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
FIREHOUSE NO. 1	LCB19990017153	1143 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
FIRST WATCH RESTAURANTS, INC	LCB20230001210	630 Crane Creek Dr Ste 405, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	12/15/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	12/15/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	12/15/2025	635.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	12/15/2025	1,270.00
FLIPPIN HOLDINGS LLC DBA THAT FLIPPIN EGG #3	LCB20220001301	3321 Mike Padgett Hwy, Augusta, GA 30906		
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
FLOCO FOODS LLC	LCB20060033742	3355 DEANS BRIDGE RD , AUGUSTA, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FOOD LION LLC #1447	LCB19990019487	2115 Windsor Spring Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	12/10/2025	665.00
	L017	Alcohol Retail Package - Wine	12/10/2025	665.00
FOOD LION LLC #1540	LCB19990021882	3722 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FOOD LION, LLC D/B/A FOOD LION #2860	LCB20210000271	2803 Wrightsboro Rd Ste 13, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FOREST HILL'S MARKET	LCB20230001393	3216 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	01/06/2026	665.00
	L017	Alcohol Retail Package - Wine	01/06/2026	665.00
FOX'S LAIR INNTERPRIZES, LLC	LCB20160000651	349 Telfair St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
FRENCH MARKET GRILLE, LTD.	LCB19990002891	401 Highland Ave, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	12/29/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	12/29/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	12/29/2025	650.00
	L025	Alcohol Catering	12/29/2025	365.00
FRESH MARKET INC THE	LCB19990005487	2701 Washington Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
FUJIYAMA JAPANESE STEAK HOUSE & SUSHI BAR	LCB20060034022	3043 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
GAS WORLD #13	LCB20220000862	2260 Lumpkin Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
GAS WORLD #27	LCB20240001507	3232 Deans Bridge Rd, Augusta, GA 30906		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
GENERAL WHOLESALE COMPANY, INC PEACHTREE TRUCK LEASING COMPANY, LLC	LCB20080037016	537 Laney Walker Blvd Ext, Augusta, GA 30901		
	L018	Alcohol Wholesale - Liquor	11/19/2025	6,050.00
	L019	Alcohol Wholesale - Beer	11/19/2025	665.00
	L020	Alcohol Wholesale - Wine	11/19/2025	135.00
GIA GROCERY LLC	LCB20190000936	724 Laney Walker Blvd Ext, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
GLOBAL SPECTRUM, L.P.	LCB20180001503	601 Seventh St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	12/15/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	12/15/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	12/15/2025	665.00
	L024	Sunday Sales	12/15/2025	1,330.00
GMRI, INC	LCB19990003418	804 Cabela Dr, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
GORDON HIGHWAY LODGING LLC	LCB20170001600	312 Timbercreek Ln, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
GOSHEN PLANTATION GOLF COURSE, LLC	LCB20010026271	1601 Goshen Clubhouse Dr, Augusta, GA 30906		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
GREAT SCOTT GOLF LLC	LCB20190000812	4324 Peach Orchard Rd, Hephzibah, GA 30815		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
GREGORY M. PARKER, INC	LCB20240000367	3661 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
GREGORY M. PARKER, INC	LCB20260001004	2311 Windsor Spring Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	07/28/2026	665.00
	L017	Alcohol Retail Package - Wine	07/28/2026	665.00
GTC RIVERWATCH LLC	LCB20150001410	832 Cabela Dr, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
GURU 98 LLC	LCB20200000509	3434 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	01/02/2026	665.00
	L017	Alcohol Retail Package - Wine	01/02/2026	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
H AND A SALES ENTERPRISES LLC	LCB20170001229	306 Thirteenth St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
H AND S OF AUGUSTA INC	LCB20170000904	2801 Washington Rd Ste 100, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
HANOT LLC	LCB20140000553	3481 Wrightsboro Rd, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
HAPPY HOUSE OF AUGUSTA, LLC	LCB20170001316	3008 Deans Bridge Rd, Augusta, GA 30906		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L024		Sunday Sales	11/19/2025	1,245.00
HARIKUSH LLC	LCB20220000802	1901 Gordon Hwy, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
HELMS LLC	LCB20200000303	699 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,330.00
HELMS, LLC	LCB20120001489	3165 Washington Rd, Augusta, GA 30907		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L023		Dance Hall	11/19/2025	155.00
L024		Sunday Sales	11/19/2025	1,330.00
L025		Alcohol Catering	11/19/2025	365.00
HIMADRI INVESTMENTS 2026, LLC	LCB20260000792	3333 Mike Padgett Hwy, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	06/23/2026	665.00
L017		Alcohol Retail Package - Wine	06/23/2026	665.00
HOMER LLC D/B/A MELLOW MUSHROOM PIZZA BAKERS	LCB20030029090	1102 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
HOMEWOOD SUITES	LCB20250000249	1049 Stevens Creek Rd, Augusta, GA 30907		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024		Sunday Sales	11/19/2025	1,330.00
HOP N GO INC		LCB20130000637	3765 Wheeler Rd, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
HUSH		LCB20170000071	1855 Gordon Hwy, Augusta, GA 30904		
	L023		Dance Hall	11/19/2025	155.00
ICE COLD BREW INC.		LCB20030029645	2852 Washington Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
IGI DBA DOWNTOWN GROCERY LLC		LCB20260000626	2 Greene St, Augusta, GA 30901		
	L016		Alcohol Retail Package - Beer	05/06/2026	665.00
	L017		Alcohol Retail Package - Wine	05/06/2026	665.00
IKONZ CIGAR LOUNGE, LLC		LCB20210001736	1515 North Leg Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023		Dance Hall	11/19/2025	155.00
IKONZ SPORTSBAR & GRILL, LLC		LCB20120001357	1511 North Leg Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023		Dance Hall	11/19/2025	155.00
ILBI LLC		LCB20140001494	491 Highland Ave, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
	L025		Alcohol Catering	11/19/2025	365.00
IMPERIAL COMMUNITY THEATRE, INC		LCB20020028455	745 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
INDIAN QUEEN, THE		LCB20120000512	2502 Wrightsboro Rd, Augusta, GA 30904		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L025		Alcohol Catering	11/19/2025	365.00
INHONG CORPORATION		LCB20030029810	2458 Windsor Spring Rd, Augusta, GA 30906		
	L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
J C FOOD MART		LCB20060033970	1635 Gordon Hwy, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
JACKIE WHITETOES HOSPITALITY LLC		LCB20230001654	2248 Lumpkin Rd, Augusta, GA 30906		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023		Dance Hall	11/19/2025	155.00
JACK'S GOOD EATS, LLC		LCB20150001244	465 Highland Ave, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
JAI HO LLC		LCB20090060184	3021 Washington Rd, Augusta, GA 30907		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
JAMAICA WAY		LCB20110000928	2650 Tobacco Rd, Hephzibah, GA 30815		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024		Sunday Sales	11/19/2025	1,245.00
	L025		Alcohol Catering	11/19/2025	365.00
JAMKREW LLC		LCB20240001491	875 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
JAMKREW LLC		LCB20250000769	879 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	12/22/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	12/22/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	12/22/2025	635.00
	L023		Dance Hall	12/22/2025	155.00
JAY MATAJI 897 LLC		LCB20250001681	1902 Windsor Spring Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	12/17/2025	665.00
	L017		Alcohol Retail Package - Wine	10/02/2025	665.00
JAY VIHIR INC		LCB20130000453	3696 Peach Orchard Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
JIM N NICK'S MANAGEMENT LLC		LCB20230001445	275 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024		Sunday Sales	12/15/2025	1,295.00
JONATHAN AND JOSEPH LLC		LCB20080036705	3663 Deans Bridge Rd, Hephzibah, GA 30815		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L023	Dance Hall	11/19/2025	155.00
JUKEBOX CO LLC	LCB20250001298	830 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
	L025	Alcohol Catering	03/03/2026	365.00
JULYKISS CO., INC.	LCB20180001186	1773 Kissingbower Rd, Augusta, GA 30904		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA INC	LCB20220000513	3444 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	12/04/2025	665.00
	L017	Alcohol Retail Package - Wine	12/04/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA INC.	LCB20220000512	3546 Deans Bridge Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA INC.	LCB20220000514	3138 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA INC.	LCB20220000516	2480 Crosscreek Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA INC.	LCB20220000517	2202 Gordon Hwy, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNIOR FOOD STORES OF WEST FLORIDA, INC	LCB20220000509	3771 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
JUNO AND JAEHEE INC	LCB20140001391	1713 M L King Jr Blvd, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
K. W. CHANG ENTERPRISES, INC	LCB20080037394	3333 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KAIVAL 15 LLC		LCB20230001238	3735 Mike Padgett Hwy, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KAREN GROCERY LLC		LCB20150000506	3020 Tobacco Rd, Hephzibah, GA 30815		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KC PACKAGE STORE LLC		LCB20200001524	3725 Mike Padgett Hwy Ste D, Augusta, GA 30906		
	L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KELLY'S MINI MART INC		LCB19990014420	2335 Washington Rd, Augusta, GA 30904		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KHP AUGUSTA LLC		LCB20250000628	1343 AUGUSTA WEST PARKWAY, AUGUSTA, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	12/03/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	12/03/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	12/03/2025	635.00
	L024		Sunday Sales	12/03/2025	1,270.00
KKW FOOD AND SPIRITS LLC		LCB20140000713	865 Reynolds St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
	L025		Alcohol Catering	11/19/2025	365.00
KROGER COMPANY #676		LCB19990000724	2801 Washington Rd, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
KUSHAARAV, INC		LCB20250001243	4630 Mike Padgett Hwy, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	12/08/2025	665.00
	L017		Alcohol Retail Package - Wine	12/08/2025	665.00
LA MICHOACANA CREMERY & MEXICAN GRILL, LLC		LCB20210001866	2805 Washington Rd Ste C, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L024		Sunday Sales	11/19/2025	1,245.00
LAS JUNTAS INC		LCB20130000107	924 Murphy St, Augusta, GA 30904		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
LAXMI 2 LLC		LCB20210000270	2510 Milledgeville Rd, Augusta, GA 30904		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LAXMI 21 LLC		LCB20240000103	2320 Peach Orchard Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	12/18/2025	665.00
	L017		Alcohol Retail Package - Wine	12/18/2025	665.00
LAXMI 23 LLC		LCB20240000710	1502 Central Ave, Augusta, GA 30904		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LAXMI 9, LLC		LCB20210001545	2013 Walton Way, Augusta, GA 30904		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LAXMI LLC		LCB20200000273	4101 Windsor Spring Rd, Hephzibah, GA 30815		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LAXMI NARAYAN MARKET INC		LCB20100001300	4127 Windsor Spring Rd, Hephzibah, GA 30815		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LAZIZA RESTAURANT, LLC DBA LAZIZA MEDITERRANEAN GRILL		LCB20190000764	901 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L025		Alcohol Catering	11/19/2025	365.00
LE CHAT NOIR		LCB20060034371	302 Eighth St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
LIDDO'S BISTRO		LCB20250000735	2601 Deans Bridge Rd Ste C, Augusta, GA 30906		
	L024		Sunday Sales	02/05/2026	1,270.00
LIDL US OPERATIONS, LLC		LCB20170000742	1096 Alexander Dr, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LIQUOR LOCKER 214 LLC		LCB20230001041	214 Boy Scout Rd, Augusta, GA 30909		
	L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LKL, INC		LCB20160001261	2803 Wrightsboro Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
	L025		Alcohol Catering	11/19/2025	365.00
LOGAN'S ROADHOUSE		LCB19990020964	269 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024		Sunday Sales	11/19/2025	1,295.00
LOTORO GROCERY LLC		LCB20220000857	1680 Brown Rd, Hephzibah, GA 30815		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LOTTO MARKET 2 LLC		LCB20240001002	2762 Tobacco Rd, Hephzibah, GA 30815		
	L016		Alcohol Retail Package - Beer	12/09/2025	665.00
	L017		Alcohol Retail Package - Wine	12/09/2025	665.00
LOTTO MARKET, LLC		LCB20220001641	2228 Rosier Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LOUNGING AROUND, LLC		LCB20260000707	2706 Gordon Hwy, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	05/22/2026	3,235.00
	L013		Alcohol Consump. on Premises - Beer	05/22/2026	650.00
	L014		Alcohol Consump. on Premises - Wine	05/22/2026	650.00
	L024		Sunday Sales	05/22/2026	1,295.00
LUCKY DEANS LLC		LCB20250001262	3341 Deans Bridge Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
LUIGI'S INC.		LCB19990013273	590 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
LUPITA, INC		LCB20220001223	2825 Washington Rd Ste H1, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024		Sunday Sales	11/19/2025	1,245.00
MA ASHA LLC dba PRIME MARKET AND LOTTERY		LCB20260000254	2658 Barton Chapel Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	06/22/2026	665.00
	L017		Alcohol Retail Package - Wine	06/22/2026	665.00
MAA LAXMI 2022 LLC		LCB20220001488	2849 Lumpkin Rd, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
MAHA LAXMI 2021 LLC	LCB20210001626	3040 Meadowbrook Dr, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
MALLYS MARKET & RESTAURANT	LCB20230000356	2860 Washington Rd, Augusta, GA 30909		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
MARUTHI FOODS 2026, INC	LCB20260000558	2443 Peach Orchard Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	04/16/2026	665.00
L017		Alcohol Retail Package - Wine	04/16/2026	665.00
MASTERS XPRESS LLC	LCB20200000287	3011 Washington Rd, Augusta, GA 30907		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
MATBLAGO LLC	LCB20240000928	816 Cotton Ln, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L023		Dance Hall	11/19/2025	155.00
L024		Sunday Sales	11/19/2025	1,270.00
MCBEAN PACKAGE SHOP	LCB20150000724	5262 Old Mike Padgett Hwy, Hephzibah, GA 30815		
L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
METRO COFFEEHOUSE INC	LCB19990023208	1048 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
METRO DINER HOLDINGS, LLC	LCB20170000879	2820 Washington Rd, Augusta, GA 30909		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
L024		Sunday Sales	11/19/2025	1,295.00
MI RANCHO 2, INC	LCB20240000137	3626 Walton Way Ext Ste 6, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
L024		Sunday Sales	11/19/2025	1,245.00
MIAMI VYBZ LLC	LCB20220000625	730 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	12/31/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	12/31/2025	635.00
L014		Alcohol Consump. on Premises - Wine	12/31/2025	635.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L023	Dance Hall		12/31/2025	155.00
MILLER THEATER, LLC		LCB20200001047	708 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	665.00
MKC INVESTMENT LLC		LCB20120001554	3668 WHEELER RD , AUGUSTA, GA 30909		
	L015	Alcohol Retail Package - Liquor		11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
MLBD, INC		LCB20160001375	235 Boy Scout Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	635.00
	L023	Dance Hall		11/19/2025	155.00
	L024	Sunday Sales		11/19/2025	1,270.00
MOHINI,INC		LCB19990022011	1370 Gordon Hwy, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
MR. PEPPERONI LLC		LCB20180002166	3706 Mike Padgett Hwy Ste B, Augusta, GA 30906		
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	625.00
MSW & W COOPERATIVE LLC, DBA TRELLIS COFFEE BAR		LCB20230001343	1902 Walton Way, Augusta, GA 30904		
	L013	Alcohol Consump. on Premises - Beer		12/13/2025	635.00
	L014	Alcohol Consump. on Premises - Wine		12/13/2025	635.00
	L024	Sunday Sales		12/13/2025	1,270.00
MUSTANG LOUNGE		LCB20190001634	2425 Milledgeville Rd, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	625.00
	L023	Dance Hall		11/19/2025	155.00
N K PATEL LLC		LCB20150000703	2059 Central Ave, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer		11/19/2025	665.00
	L017	Alcohol Retail Package - Wine		11/19/2025	665.00
NACHO MAMA'S BURRITO INC		LCB19990015829	976 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	635.00
	L024	Sunday Sales		11/19/2025	1,270.00
NEW MING WAH RESTAURANT INC		LCB20170001542	3415 Wrightsboro Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor		11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer		11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine		11/19/2025	650.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	11/19/2025	1,295.00
NICKOLAS ROBERT PROKOSO LLC DBA WEDGES & WOODS	LCB20080036621	3731 Wrightsboro Rd, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
NIKI & MAHI ENTERPRISES INC	LCB20050032727	2025 Broad St, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
NOMBE, INC	LCB20120001019	1048 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
OAK RESTAURANT & LOUNGE	LCB20100000299	1505 North Leg Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L023	Dance Hall	11/19/2025	155.00
	L025	Alcohol Catering	11/19/2025	365.00
OCEAN CRAB INC	LCB20200000074	3206 Peach Orchard Rd Ste 6, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00
OFF THE RECORD AUGUSTA LLC	LCB20190001453	1002 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
OK WINE & SPIRITS	LCB20240001210	2811 Tobacco Rd, Hephzibah, GA 30815		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
OLDE TOWN BP	LCB20130001501	443 Broad St, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
OLIVIANA'S PIZZARIA & GRILL LLC	LCB20120001056	401 Highland Ave, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
OM SAI FOODMART II LLC	LCB20190000955	3460 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
ON TRACK 2, LLC	LCB20240001380	4505 Windsor Spring Rd, Hephzibah, GA 30815		
L016		Alcohol Retail Package - Beer	01/15/2026	665.00
L017		Alcohol Retail Package - Wine	01/15/2026	665.00
ONE EYED JACK'S AUGUSTA LLC	LCB20220001195	2009 Louisa Rd, Hephzibah, GA 30815		
L015		Alcohol Retail Package - Liquor	12/30/2025	3,330.00
L016		Alcohol Retail Package - Beer	12/30/2025	665.00
L017		Alcohol Retail Package - Wine	12/30/2025	665.00
OSAKA 2626 RESTAURANT INC.	LCB20240000145	2626 Tobacco Rd, Hephzibah, GA 30815		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
OUTBACK STEAKHOUSE OF FLORIDA, LLC	LCB19990010831	2907 WASHINGTON RD , AUGUSTA, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
L024		Sunday Sales	11/19/2025	1,295.00
P AND D BHAVSAR 1 LLC	LCB20230000800	1121 Fifteenth St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	01/02/2026	665.00
L017		Alcohol Retail Package - Wine	01/02/2026	665.00
P AND D BHAVSAR 1 LLC	LCB20230000802	912 Walton Way, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	01/02/2026	665.00
L017		Alcohol Retail Package - Wine	01/02/2026	665.00
P AND D BHAVSAR 1, LLC	LCB20230000801	2058 Central Ave, Augusta, GA 30904		
L016		Alcohol Retail Package - Beer	01/02/2026	665.00
L017		Alcohol Retail Package - Wine	01/02/2026	665.00
P. F. CHANG'S CHINA BISTRO, INC	LCB20120000964	3450 Wrightsboro Rd, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,330.00
PAK CRYSTALS LLC	LCB20190001171	202 East Boundary St, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
PARKER'S #118	LCB20240001311	3645 Wheeler Rd, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	12/19/2025	665.00
L017		Alcohol Retail Package - Wine	12/19/2025	665.00
PARTRIDGE INN OWNER LLC CENTER W PARKWAY	LCB20220000563	2110 Walton Way, Augusta, GA 30904		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L023	Dance Hall	11/19/2025	155.00
	L024	Sunday Sales	11/19/2025	1,295.00
PIE LAND IV LLC	LCB20200000279	828 Cabela Dr, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00
PINNACLE CLUB INC, (THE)	LCB19990014123	699 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
POLIPO, LLC	LCB20220000187	3629 Walton Way Ext Ste A, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,270.00
PRABISH FOODMART 1 INC	LCB20240000856	1675 Olive Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
PRIME INVESTMENTS 2018 INC	LCB20180001167	3307 Mike Padgett Hwy Ste A, Augusta, GA 30906		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
PUBLIX SUPER MARKETS INC #525	LCB19990011581	2816 Washington Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
PURPLE CAR INCSIYA RAM	LCB20090060060	497 Highland Ave, Augusta, GA 30909		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
	L025	Alcohol Catering	11/19/2025	365.00
R. A. DENT ELKS LODGE #1725	LCB20070036491	2335 Willis Foreman Rd, Hephzibah, GA 30815		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
RAES COASTAL CAFE INC	LCB19990007439	3208 Wimbledon Dr W, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
RALPH'S FIVE PINES BAR & PACKAGE SHOP	LCB19990003463	2301 Gordon Hwy, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023	Dance Hall	11/19/2025	155.00
RAM 2504 LLC	LCB20200000491	3104 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
RAMDEVPIR INC	LCB20170001127	1898 Gordon Hwy, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
RAMEN BROS GA LLC	LCB20250000675	2907 Washington Rd Bldg 300, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
RARE HOSPITALITY INTERNATIONAL INC #5033	LCB20080037863	3267 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
RED LOBSTER RESTAURANTS, LLC #174	LCB20140001100	440 Walton Way, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
RED LOBSTER RESTAURANTS, LLC #290	LCB20140001099	2847 Washington Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
REGAL CINEMAS, INC	LCB19990022296	1144 Agerton Ln, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L024	Sunday Sales	11/19/2025	1,330.00
REK BUSINESS GROUP	LCB20050033368	1137 Agerton Ln, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L024	Sunday Sales	11/19/2025	1,245.00
RELIANCE WINE AND SPIRITS LLC	LCB20230001441	2065 Walton Way, Augusta, GA 30904		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
RICHMOND GROCERY LLC	LCB20250001654	1631 Gordon Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	10/09/2025	665.00
	L017	Alcohol Retail Package - Wine	10/09/2025	665.00
RICHMOND HILL ENT. INC	LCB20050033431	512 Richmond Hill Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
RIPAL & RUPAL LLC	LCB20150000875	1116 Marks Church Rd, Augusta, GA 30909		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
RIZQ OF AUGUSTA, LLC	LCB20240001658	2350 Windsor Spring Rd Ste A, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ROAD RUNNER CAFE	LCB20050032403	2508 Peach Orchard Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
ROCKIN' CRAB OF AUGUSTA INC	LCB20210001893	2807 Washington Rd Ste 302, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
ROYAL PETROLEUM, LLC	LCB20190000820	3150 Wrightsboro Rd Ste B, Augusta, GA 30909		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ROYAL PETROLEUM, LLC	LCB20190000821	3150 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ROYAL WINE & BEVERAGES	LCB20110001084	3217 WRIGHTSBORO RD , AUGUSTA, GA 30909		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SAI BALAJI INC	LCB20240000404	4150 Windsor Spring Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SAM'S CLUB #8115	LCB19990001974	280 Bobby Jones Expy, Augusta, GA 30907		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SAVANNAH RIVER BREWING COMPANY, LLC	LCB20160000612	813 Fifth St, Augusta, GA 30901		
	L019	Alcohol Wholesale - Beer	11/19/2025	665.00
SAVIN HAVEN # 3	LCB20050033282	4474 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SAVJES ENTERPRISES, LLC	LCB20170000644	3960 Wrightsboro Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L024	Sunday Sales	11/19/2025	1,295.00
SCONYERS BAR B QUE INC	LCB19990001981	2250 Sconyers Way, Augusta, GA 30906		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	665.00
SCREEN RAMSEY POST 505 THE AMERICAN LEGION	LCB19990012767	1678 Fifteenth St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
SECOND CITY DISTILLING	LCB20230000148	4 Eighth St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
SF MARKETS, LLC	LCB20180000628	630 Crane Creek Dr, Augusta, GA 30907		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SHANNON'S PLACE LLC	LCB20250000981	300 Shartom Dr, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023	Dance Hall	11/19/2025	155.00
SHARIFA'S HOOKAH BAR AND LOUNGE LLC	LCB20140001435	952 Broad St, Augusta, GA 30901		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023	Dance Hall	11/19/2025	155.00
SHEEHAN'S LLC	LCB20160000728	2111 Kings Way, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L025	Alcohol Catering	11/19/2025	365.00
SHIV SHAKTI 502 LLC	LCB20220000171	502 Highland Ave, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SHREE LAXMI NARAYAN MARKET, INC.	LCB20210001490	3105 Deans Bridge Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SHUBHSAI LLC	LCB20150001557	234 Sand Bar Ferry Rd, Augusta, GA 30901		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SIDDHI 2012, LLC	LCB20150000147	1770 Kissingbower Rd, Augusta, GA 30904		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SIMI 414 INC	LCB20100000680	3403 Mike Padgett Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SIYA RAM INVESTMENTS GA LLC	LCB20240000201	1050 Claussen Rd, Augusta, GA 30907		
	L013	Alcohol Consump. on Premises - Beer	01/14/2026	665.00
	L014	Alcohol Consump. on Premises - Wine	01/14/2026	665.00
	L024	Sunday Sales	01/14/2026	1,330.00
SKYRISE INVESTMENTS 2026 INC	LCB20260000253	3526 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	05/01/2026	665.00
	L017	Alcohol Retail Package - Wine	05/01/2026	665.00
SMART GROCERY	LCB20090060302	3221 Wrightsboro Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SMILE GROCERY	LCB20230001347	830 Stevens Creek Rd, Augusta, GA 30907		
	L016	Alcohol Retail Package - Beer	03/03/2026	665.00
	L017	Alcohol Retail Package - Wine	03/03/2026	665.00
SMITTY'S PACKAGE SHOP & LOUNGE	LCB19990013493	1815 M L King Jr Blvd, Augusta, GA 30901		
	L013	Alcohol Consump. on Premises - Beer	12/31/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	12/31/2025	635.00
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L023	Dance Hall	12/31/2025	155.00
SMS PAVILLION LLC	LCB20220000559	2061 Gordon Hwy, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
SOLE AUGUSTA, INC	LCB20150000654	1033 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
SONNY'S PACKAGE	LCB20160000019	2302 Wheeless Rd, Augusta, GA 30906		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
SOULTRY SOUNDS CAFE & LOUNGE, LLC	LCB20070035389	1031 Ellis St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L023		Dance Hall	11/19/2025	155.00
L025		Alcohol Catering	11/19/2025	365.00
SOUTH POLE LLC	LCB20160000125	2447 Wrightsboro Rd, Augusta, GA 30904		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
SOUTH POLE LLC	LCB20170001147	1237 Gordon Hwy, Augusta, GA 30901		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
SOUTHEASTERN FOODSERVICE & EVENT CONSULTING LLC	LCB20120000962	1204 BROAD ST		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
SOUTHEASTERN FOODSERVICE & EVENT CONSULTING LLC	LCB20130000789	1204 BROAD ST		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
SOUTHEASTERN FOODSERVICE & EVENT CONSULTING LLC	LCB20200001122	990 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
L024		Sunday Sales	11/19/2025	1,295.00
SOUTHEASTERN FOODSERVICE AND EVENT CONSULTING LLC	LCB20100000369	1282 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
L025		Alcohol Catering	11/19/2025	365.00
SPORTS CENTER LLC	LCB20250001183	594 Broad St, Augusta, GA 30901		
L013		Alcohol Consump. on Premises - Beer	12/05/2025	635.00
SSH DT AUGUSTA LLC	LCB20260000147	2651 Perimeter Pkwy, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	04/22/2026	3,330.00
L013		Alcohol Consump. on Premises - Beer	04/22/2026	665.00
L014		Alcohol Consump. on Premises - Wine	04/22/2026	665.00
L024		Sunday Sales	04/22/2026	1,330.00

Business Name		License Number	Fee Description	Date Entered	Fee Amount
ST FOOD STORE		LCB20240001149	3706 Mike Padgett Hwy Ste A, Augusta, GA 30906		
	L016		Alcohol Retail Package - Beer	12/04/2025	665.00
	L017		Alcohol Retail Package - Wine	12/04/2025	665.00
STATION HOUSE (THE)		LCB19990017436	2419 PEACH ORCHARD RD , AUGUSTA, GA 30906		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
STATUS BAR & LOUNGE		LCB20130001512	3054 Damascus Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	04/22/2026	650.00
	L023		Dance Hall	11/19/2025	155.00
	L025		Alcohol Catering	11/19/2025	365.00
STEVENS CREEK HOSPITALITY		LCB20050032261	1063 Stevens Creek Rd, Augusta, GA 30907		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
	L023		Dance Hall	11/19/2025	155.00
	L024		Sunday Sales	11/19/2025	1,330.00
STILL WATER TAPROOM		LCB20030029038	974 Broad St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
SULTAN CORPORATION		LCB20220001300	1200 Interstate Pkwy, Augusta, GA 30909		
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
SUN JONG, INC		LCB20200001429	2501 Peach Orchard Rd, Augusta, GA 30906		
	L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016		Alcohol Retail Package - Beer	11/19/2025	665.00
	L017		Alcohol Retail Package - Wine	11/19/2025	665.00
SUZ LOUNGE 2.0, LLC		LCB20150001563	3243 Deans Bridge Rd, Augusta, GA 30906		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023		Dance Hall	11/19/2025	155.00
T P AUGUSTA, LLC (TWIN PEAKS AUGUSTA)		LCB20140001422	277 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024		Sunday Sales	11/19/2025	1,295.00
TAHOE AUGUSTA LLC		LCB19990017764	3241 Washington Rd, Augusta, GA 30907		

Business Name		License Number	Fee Description	Date Entered	Fee Amount
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L024		Sunday Sales	11/19/2025	1,295.00
TAILWIND AGS LLC		LCB20230000939	1501 Aviation Way, Augusta, GA 30906		
	L012		Alcohol Consump. on Premises - Liquor	02/24/2026	3,115.00
	L013		Alcohol Consump. on Premises - Beer	02/24/2026	625.00
	L014		Alcohol Consump. on Premises - Wine	02/24/2026	625.00
	L024		Sunday Sales	02/24/2026	1,245.00
TALL BOYS LLC		LCB20240000595	3973 Wrightsboro Rd, Augusta, GA 30909		
	L015		Alcohol Retail Package - Liquor	12/23/2025	3,330.00
	L016		Alcohol Retail Package - Beer	12/23/2025	665.00
	L017		Alcohol Retail Package - Wine	12/23/2025	665.00
TANKSAUG LLC		LCB20240000930	215 Tenth St, Augusta, GA 30901		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
TAQUERIA EL PATRON II, LLC		LCB20220001314	3435 Wrightsboro Rd Ste 1130, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
TAQUERIA EL PATRON LLC		LCB20120001473	3105 Washington Rd, Augusta, GA 30907		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	09/18/2025	635.00
	L024		Sunday Sales	11/19/2025	1,270.00
TDT AUGUSTA, LLC		LCB20190000561	2821 Washington Rd, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	12/01/2025	3,235.00
	L013		Alcohol Consump. on Premises - Beer	12/01/2025	650.00
	L014		Alcohol Consump. on Premises - Wine	12/01/2025	650.00
	L024		Sunday Sales	12/01/2025	1,295.00
TEE IT UP INDOOR GOLF		LCB20240001446	3626 Walton Way Ext Ste 300, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	12/12/2025	3,175.00
	L013		Alcohol Consump. on Premises - Beer	12/12/2025	635.00
	L014		Alcohol Consump. on Premises - Wine	12/12/2025	635.00
	L024		Sunday Sales	12/12/2025	1,270.00
TEXAS ROADHOUSE HOLDINGS LLC		LCB20130000883	107 Sherwood Dr, Augusta, GA 30909		
	L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
	L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
	L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	11/19/2025	1,330.00
THARANI INVESTORS LLC	LCB20200000757	1503 Gordon Hwy, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
THA'SPOT BAR & LOUNGE LLC	LCB20260000553	722 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	07/01/2026	3,115.00
	L013	Alcohol Consump. on Premises - Beer	07/01/2026	625.00
	L014	Alcohol Consump. on Premises - Wine	06/03/2026	625.00
THE CLASSIC 56 PUB, LLC	LCB20240001492	4020 Mike Padgett Hwy, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	625.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	625.00
	L023	Dance Hall	11/19/2025	155.00
THE COLUMBIAN HOME COMPANY INC	LCB20070036539	1501 Monte Sano Ave, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	650.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
THE HIDEOUT LLC	LCB20130001116	3014 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
THE LOFT AUGUSTA	LCB20080037420	927 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
THE PIZZA JOINT	LCB19990017355	1245 Broad St, Augusta, GA 30901		
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
THE SCENE ON BROAD	LCB20240000582	1289 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L023	Dance Hall	11/19/2025	155.00
THE SOUL BAR	LCB19990015709	984 Broad St, Augusta, GA 30901		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L025	Alcohol Catering	11/19/2025	365.00
THUNDER ROAD BAR & GRILL LLC	LCB20230001291	2260 Wheeless Rd, Augusta, GA 30904		
	L012	Alcohol Consump. on Premises - Liquor	12/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	12/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	12/19/2025	635.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
TIGER THAILICIOUS LLC DBA SUEA	LCB20260000335	123 James Brown Blvd, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	05/01/2026	3,175.00
L013		Alcohol Consump. on Premises - Beer	05/01/2026	635.00
L014		Alcohol Consump. on Premises - Wine	05/01/2026	635.00
L024		Sunday Sales	05/01/2026	1,270.00
TIPSEY MCSTUMBLES LLC	LCB20100000120	214 Seventh St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
TMJH, INC	LCB20090038925	2856 Washington Rd, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
L025		Alcohol Catering	11/19/2025	365.00
TOA- TOASTE THE EVENT BAR	LCB20200001658	1135 Broad St, Augusta, GA 30901		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
L025		Alcohol Catering	11/19/2025	365.00
TOP CRAB RESTAURANT INC	LCB20190001195	1333 Augusta West Pkwy Ste 101, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	635.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	635.00
L024		Sunday Sales	11/19/2025	1,270.00
TOPGOLF USA AG, LLC	LCB20200000201	437 Topgolf Way, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,330.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	665.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	665.00
L024		Sunday Sales	11/19/2025	1,330.00
L025		Alcohol Catering	11/19/2025	365.00
TRIBECA	LCB20060033769	968 Broad St, Augusta, GA 30901		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00
TSUSHI 1 LLC	LCB20220001005	437 Highland Ave, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
L024		Sunday Sales	11/19/2025	1,245.00
V F W POST #649	LCB19990003692	2430 Windsor Spring Rd, Augusta, GA 30906		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,235.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	650.00

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	650.00
	L023	Dance Hall	11/19/2025	155.00
	L024	Sunday Sales	11/19/2025	1,295.00
V GROCERIES, LLC	LCB20220001219	4002 Deans Bridge Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
VADESHWAR INC	LCB20090038907	4250 Windsor Spring Rd, Hephzibah, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
VALLARTA MEXICAN RESTAURANT #1	LCB19990004409	2808 Washington Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
VALLARTA MEXICAN RESTUARANT #2	LCB19990014463	3144 Wrightsboro Rd, Augusta, GA 30909		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
VERACRUZ MEXICAN RESTAURANT	LCB19990019103	3216 Peach Orchard Rd, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
VICTOR INVESTMENTS 2022 INC	LCB20220001325	2700 Peach Orchard Rd, Augusta, GA 30906		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
VICTORIA'S COSINA MEXICANA	LCB20070035274	3712 1/2 Mike Padgett Hwy, Augusta, GA 30906		
	L012	Alcohol Consump. on Premises - Liquor	11/19/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	11/19/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	11/19/2025	635.00
	L024	Sunday Sales	11/19/2025	1,270.00
VIVO LATIN LOUNGE, LLC	LCB20240000228	3110 Washington Rd, Augusta, GA 30907		
	L012	Alcohol Consump. on Premises - Liquor	12/16/2025	3,175.00
	L013	Alcohol Consump. on Premises - Beer	12/16/2025	635.00
	L014	Alcohol Consump. on Premises - Wine	12/16/2025	635.00
	L023	Dance Hall	12/16/2025	155.00
	L025	Alcohol Catering	08/26/2026	365.00
WALGREEN CO. #19735	LCB20180000108	3650 Wheeler Rd, Augusta, GA 30909		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00

Business Name	License Number	Fee Description	Date Entered	Fee Amount
WALGREEN CO. #19793	LCB20180000110	2803 Wrightsboro Rd Ste 17, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALGREENS #06632	LCB20020027700	3204 Peach Orchard Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALGREENS #11827	LCB20080037221	2744 Washington Rd, Augusta, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALGREENS #15333	LCB20140000742	2493 Tobacco Rd, Hephzibah, GA 30815		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALMART STORES EAST, LP #2465	LCB20150001378	3697 Windsor Spring Rd, Hephzibah, GA 30815		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALMART STORES EAST, LP #4144	LCB20140000038	3338 WRIGHTSBORO RD , AUGUSTA, GA 30909		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALMART STORES EAST, LP #2465	LCB20150001377	3693 Windsor Spring Rd, Hephzibah, GA 30815		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WALMART SUPERSTORE #1293	LCB19990003864	3209 Deans Bridge Rd, Augusta, GA 30906		
L016		Alcohol Retail Package - Beer	11/19/2025	665.00
L017		Alcohol Retail Package - Wine	11/19/2025	665.00
WARDOZA PRODUCTIONS, LLC	LCB20130000812	379 Highland Ave, Augusta, GA 30909		
L012		Alcohol Consump. on Premises - Liquor	11/19/2025	3,115.00
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
L024		Sunday Sales	11/19/2025	1,245.00
WCL INC	LCB20170000093	3690 Wheeler Rd, Augusta, GA 30909		
L013		Alcohol Consump. on Premises - Beer	11/19/2025	625.00
L014		Alcohol Consump. on Premises - Wine	11/19/2025	625.00
WINDSOR MANOR, AUGUSTA	LCB20230000385	3594 Windsor Spring Rd, Hephzibah, GA 30815		
L012		Alcohol Consump. on Premises - Liquor	02/05/2026	3,330.00
L013		Alcohol Consump. on Premises - Beer	02/05/2026	665.00
L014		Alcohol Consump. on Premises - Wine	02/05/2026	665.00
L023		Dance Hall	02/05/2026	155.00
L024		Sunday Sales	02/05/2026	1,330.00
WINDSOR PACKAGE STORE	LCB19990017394	4108 Windsor Spring Rd, Hephzibah, GA 30815		
L015		Alcohol Retail Package - Liquor	11/19/2025	3,330.00

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
YYS KINGS WINE, LLC	LCB20220000900	2423 Milledgeville Rd, Augusta, GA 30904		
	L015	Alcohol Retail Package - Liquor	11/19/2025	3,330.00
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00
ZADINA INC DBA EXPRESS LOTTERY	LCB20210000355	3252 Wrightsboro Rd, Augusta, GA 30815		
	L016	Alcohol Retail Package - Beer	11/19/2025	665.00
	L017	Alcohol Retail Package - Wine	11/19/2025	665.00



Section II

SUNDAY SALES ESTABLISHMENTS

11/5/2026

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
THE PATIO BAR & GRILLE, LLC	LCB20250002027	2417 Milledgeville Rd, Augusta, GA 30904		
L024		Sunday Sales	03/04/2026	1,270.00
2 GINGERS AUGUSTA LLC	LCB20190001146	3112 Washington Rd Ste J, Augusta, GA 30907		
L024		Sunday Sales	11/19/2025	1,270.00
5TH AND FIRE	LCB20240000694	551 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
A1 INVESTMENT LLC	LCB20190001226	2819 Washington Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
AFFINITI GOLF PARTNERS LLC	LCB20260000085	1928 Jim Dent Way, Augusta, GA 30909		
L024		Sunday Sales	02/18/2026	1,270.00
AFFINITI GOLF PARTNERS, LLC	LCB20250001579	1500 Comfort Rd, Augusta, GA 30909		
L024		Sunday Sales	10/22/2025	1,270.00
AMERICAN LEGION POST 178	LCB19990000830	3219 Richmond Hill Rd, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,270.00
AMERICAN LEGION POST 205	LCB19990012766	2102 Highland Ave, Augusta, GA 30904		
L024		Sunday Sales	11/19/2025	1,270.00
ANOTHER BROKEN EGG OF AUGUSTA, LLC	LCB20230001017	1095 Alexander Dr Ste 100, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
ANTHONY JOHNSON	LCB20260000506	720 Robinson Ave E Ste 101, Grovetown, GA 30813		
L024		Sunday Sales	04/08/2026	1,245.00
APPLE GEORGIA, LLC	LCB20120001203	3117 Washington Rd, Augusta, GA 30907		
L024		Sunday Sales	11/19/2025	1,270.00
APPLE GEORGIA, LLC	LCB20120001204	2125 Windsor Spring Rd, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,270.00
AUGUSTA COUNTRY CLUB INC.	LCB19990012795	655 Milledge Rd, Augusta, GA 30904		
L024		Sunday Sales	11/19/2025	1,295.00
AUGUSTA ENTERTAINMENT LLC	LCB20170001068	3238 Wrightsboro Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
AUGUSTA HAWAIIAN LLC	LCB20230000351	2801 Washington Rd Ste 105, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,245.00
AUGUSTA MARRIOTT HOTEL AT THE CONVENTION CTR	LCB19990014691	2 TENTH ST , AUGUSTA, GA 30901		
L024		Sunday Sales	11/19/2025	1,295.00
AUGUSTA MIYABI, INC.	LCB20120001486	1315 Augusta West Pkwy, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
AUGUSTA NATIONAL GOLF CLUB	LCC19990000013	2604 Washington Rd, Augusta, GA 30909		

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	11/19/2025	1,270.00
BEYOND CASUAL CONCEPTS INC DBA RHINEHARTS OYSTER BAR	LCB19990002970	3051 Washington Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,270.00
BILLIARDS II LLC	LCB20180002480	3801 Mike Padgett Hwy, Augusta, GA 30906		
	L024	Sunday Sales	11/19/2025	1,270.00
BLAZIN WINGS INC #326	LCB20110000846	120 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
BODEGA ULTIMA LLC	LCB20210001910	353 Highland Ave, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,245.00
BOLL WEEVIL CAFE & SWEETERY	LCB20260000028	8 James Brown Blvd, Augusta, GA 30901		
	L024	Sunday Sales	01/09/2026	1,270.00
BONEFISH GRILL, LLC	LCB20050033004	2913 WASHINGTON RD , AUGUSTA, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
BOWLERO AUGUSTA	LCB20140001211	3067 Washington Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,330.00
BRG BEVERAGES II LLC	LCB20050033381	273 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,295.00
BRYAN, INC	LCB20200000946	1077 Stevens Creek Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,270.00
C & P ENTERPRISES, INC DBA EL PRESIDENTE MEXICAN RESTAURANT	LCB20090060450	2 Eighth St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,270.00
CAHOC 4 LLC	LCB20100000474	203 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
CANTINA LOCALE, INC	LCB20190001021	2803 Wrightsboro Rd Ste 20A, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00
CARRABBA'S ITALIAN GRILL LLC	LCB19990023100	2834 Washington Rd Ste Q1, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,295.00
CEC ENTERTAINMENT LLC	LCB20220000147	3435 Wrightsboro Rd Ste 1110, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
CH AUGUSTA LLC DBA SHERATON AUGUSTA	LCB20220001043	1069 Stevens Creek Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,330.00
CHEDDAR'S CASUAL CAFE, INC #2181	LCB20170000974	3609 Walton Way Ext, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
CHOP HOUSE, THE	LCB20080037535	3450 Wrightsboro Rd Ste D215, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00

Augusta License & Inspection Department
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Business Name	License Number	Fee Description	Date Entered	Fee Amount
CLIFFISMS LLC	LCB20200000138	2416 Windsor Spring Rd, Augusta, GA 30906		
L024		Sunday Sales	06/03/2026	1,245.00
COURTYARD MANAGEMENT LLC	LCB19990002153	1045 Stevens Creek Rd, Augusta, GA 30907		
L024		Sunday Sales	11/19/2025	1,245.00
CRUST AUGUSTA, LLC	LCB20210001843	1855 Central Ave, Augusta, GA 30904		
L024		Sunday Sales	11/19/2025	1,270.00
CUZ'S PLACE	LCB20050033404	1979 Tobacco Rd, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,270.00
DAVE & BUSTER'S OF GEORGIA, LLC	LCB20190001231	807 Cabela Dr, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
DIAMOND CUISINE	LCB20250000888	718 Broad St, Augusta, GA 30901		
L024		Sunday Sales	07/01/2026	1,245.00
DISCOTHEQUE INC-RIVERFRONT PUB & SPORTS	LCB19990013441	531 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,245.00
DOC'S PORCHSIDE AUGUSTA, INC	LCB20040031433	3035 Washington Rd, Augusta, GA 30907		
L024		Sunday Sales	11/19/2025	1,330.00
DTJR, LLC	LCB20190000306	1268 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,330.00
EL PASO TACOS & TEQUILA OF AUGUSTA LLC	LCB20240000175	1167 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
EMIL'S LLC	LCB20250000121	902 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
EXECUTIVE INN	LCB20140001349	1238 Gordon Hwy, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
FIRST WATCH RESTAURANTS, INC	LCB20230001210	630 Crane Creek Dr Ste 405, Augusta, GA 30907		
L024		Sunday Sales	12/15/2025	1,270.00
FUJIYAMA JAPANESE STEAK HOUSE & SUSHI BAR	LCB20060034022	3043 Washington Rd, Augusta, GA 30907		
L024		Sunday Sales	11/19/2025	1,295.00
GLOBAL SPECTRUM, L.P.	LCB20180001503	601 Seventh St, Augusta, GA 30901		
L024		Sunday Sales	12/15/2025	1,330.00
GMRI, INC	LCB19990003418	804 Cabela Dr, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,295.00
GTC RIVERWATCH LLC	LCB20150001410	832 Cabela Dr, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
H AND S OF AUGUSTA INC	LCB20170000904	2801 Washington Rd Ste 100, Augusta, GA 30909		

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	11/19/2025	1,270.00
HAPPY HOUSE OF AUGUSTA, LLC	LCB20170001316	3008 Deans Bridge Rd, Augusta, GA 30906		
	L024	Sunday Sales	11/19/2025	1,245.00
HELMS LLC	LCB20200000303	699 Broad St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,330.00
HELMS, LLC	LCB20120001489	3165 Washington Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,330.00
HOMER LLC D/B/A MELLOW MUSHROOM PIZZA BAKERS	LCB20030029090	1102 Broad St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,270.00
HOMEWOOD SUITES	LCB20250000249	1049 Stevens Creek Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,330.00
JAMAICA WAY	LCB20110000928	2650 Tobacco Rd, Hephzibah, GA 30815		
	L024	Sunday Sales	11/19/2025	1,245.00
JIM N NICK'S MANAGEMENT LLC	LCB20230001445	275 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	12/15/2025	1,295.00
JUKEBOX CO LLC	LCB20250001298	830 Broad St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,270.00
KHP AUGUSTA LLC	LCB20250000628	1343 AUGUSTA WEST PARKWAY, AUGUSTA, GA 30909		
	L024	Sunday Sales	12/03/2025	1,270.00
KKW FOOD AND SPIRITS LLC	LCB20140000713	865 Reynolds St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,270.00
LA MICHOACANA CREMERY & MEXICAN GRILL, LLC	LCB20210001866	2805 Washington Rd Ste C, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,245.00
LAS JUNTAS INC	LCB20130000107	924 Murphy St, Augusta, GA 30904		
	L024	Sunday Sales	11/19/2025	1,270.00
LIDDO'S BISTRO	LCB20250000735	2601 Deans Bridge Rd Ste C, Augusta, GA 30906		
	L024	Sunday Sales	02/05/2026	1,270.00
LKL, INC	LCB20160001261	2803 Wrightsboro Rd, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00
LOGAN'S ROADHOUSE	LCB19990020964	269 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,295.00
LOUNGING AROUND, LLC	LCB20260000707	2706 Gordon Hwy, Augusta, GA 30909		
	L024	Sunday Sales	05/22/2026	1,295.00
LUPITA, INC	LCB20220001223	2825 Washington Rd Ste H1, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,245.00

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
MATBLAGO LLC	LCB20240000928	816 Cotton Ln, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
METRO DINER HOLDINGS, LLC	LCB20170000879	2820 Washington Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,295.00
MI RANCHO 2, INC	LCB20240000137	3626 Walton Way Ext Ste 6, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,245.00
MLBD, INC	LCB20160001375	235 Boy Scout Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
MSW & W COOPERATIVE LLC, DBA TRELLIS COFFEE BAR	LCB20230001343	1902 Walton Way, Augusta, GA 30904		
L024		Sunday Sales	12/13/2025	1,270.00
NACHO MAMA'S BURRITO INC	LCB19990015829	976 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
NEW MING WAH RESTAURANT INC	LCB20170001542	3415 Wrightsboro Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,295.00
NOMBE, INC	LCB20120001019	1048 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
OCEAN CRAB INC	LCB20200000074	3206 Peach Orchard Rd Ste 6, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,245.00
OLIVIANA'S PIZZARIA & GRILL LLC	LCB20120001056	401 Highland Ave, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
OSAKA 2626 RESTAURANT INC.	LCB20240000145	2626 Tobacco Rd, Hephzibah, GA 30815		
L024		Sunday Sales	11/19/2025	1,270.00
OUTBACK STEAKHOUSE OF FLORIDA, LLC	LCB19990010831	2907 WASHINGTON RD , AUGUSTA, GA 30909		
L024		Sunday Sales	11/19/2025	1,295.00
P. F. CHANG'S CHINA BISTRO, INC	LCB20120000964	3450 Wrightsboro Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
PARTRIDGE INN OWNER LLC CENTER W PARKWAY	LCB20220000563	2110 Walton Way, Augusta, GA 30904		
L024		Sunday Sales	11/19/2025	1,295.00
PIE LAND IV LLC	LCB20200000279	828 Cabela Dr, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,245.00
PINNACLE CLUB INC, (THE)	LCB19990014123	699 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
POLIPO, LLC	LCB20220000187	3629 Walton Way Ext Ste A, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
RAES COASTAL CAFE INC	LCB19990007439	3208 Wimbledon Dr W, Augusta, GA 30909		

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
	L024	Sunday Sales	11/19/2025	1,270.00
RAMEN BROS GA LLC	LCB20250000675	2907 Washington Rd Bldg 300, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00
RARE HOSPITALITY INTERNATIONAL INC #5033	LCB20080037863	3267 Washington Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,270.00
RED LOBSTER RESTAURANTS, LLC #174	LCB20140001100	440 Walton Way, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,295.00
RED LOBSTER RESTAURANTS, LLC #290	LCB20140001099	2847 Washington Rd, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
REGAL CINEMAS, INC	LCB19990022296	1144 Agerton Ln, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,330.00
REK BUSINESS GROUP	LCB20050033368	1137 Agerton Ln, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,245.00
ROCKIN' CRAB OF AUGUSTA INC	LCB20210001893	2807 Washington Rd Ste 302, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00
SAVJES ENTERPRISES, LLC	LCB20170000644	3960 Wrightsboro Rd, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,295.00
SIYA RAM INVESTMENTS GA LLC	LCB20240000201	1050 Claussen Rd, Augusta, GA 30907		
	L024	Sunday Sales	01/14/2026	1,330.00
SOUTHEASTERN FOODSERVICE & EVENT CONSULTING LLC	LCB20200001122	990 Broad St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,295.00
SSH DT AUGUSTA LLC	LCB20260000147	2651 Perimeter Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	04/22/2026	1,330.00
STEVENS CREEK HOSPITALITY	LCB20050032261	1063 Stevens Creek Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,330.00
T P AUGUSTA, LLC (TWIN PEAKS AUGUSTA)	LCB20140001422	277 Robert C Daniel Jr Pkwy, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,295.00
TAHOE AUGUSTA LLC	LCB19990017764	3241 Washington Rd, Augusta, GA 30907		
	L024	Sunday Sales	11/19/2025	1,295.00
TAILWIND AGS LLC	LCB20230000939	1501 Aviation Way, Augusta, GA 30906		
	L024	Sunday Sales	02/24/2026	1,245.00
TANKSAUG LLC	LCB20240000930	215 Tenth St, Augusta, GA 30901		
	L024	Sunday Sales	11/19/2025	1,270.00
TAQUERIA EL PATRON II, LLC	LCB20220001314	3435 Wrightsboro Rd Ste 1130, Augusta, GA 30909		
	L024	Sunday Sales	11/19/2025	1,270.00

11/5/2026

Augusta License & Inspection Department
Alcohol License Renewals for 2026

Business Name	License Number	Fee Description	Date Entered	Fee Amount
TAQUERIA EL PATRON LLC	LCB20120001473	3105 Washington Rd, Augusta, GA 30907		
L024		Sunday Sales	09/18/2025	1,270.00
TDT AUGUSTA, LLC	LCB20190000561	2821 Washington Rd, Augusta, GA 30909		
L024		Sunday Sales	12/01/2025	1,295.00
TEE IT UP INDOOR GOLF	LCB20240001446	3626 Walton Way Ext Ste 300, Augusta, GA 30909		
L024		Sunday Sales	12/12/2025	1,270.00
TEXAS ROADHOUSE HOLDINGS LLC	LCB20130000883	107 Sherwood Dr, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
THE PIZZA JOINT	LCB19990017355	1245 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
TIGER THAILICIOUS LLC DBA SUEA	LCB20260000335	123 James Brown Blvd, Augusta, GA 30901		
L024		Sunday Sales	05/01/2026	1,270.00
TMJH, INC	LCB20090038925	2856 Washington Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
TOA- TOASTE THE EVENT BAR	LCB20200001658	1135 Broad St, Augusta, GA 30901		
L024		Sunday Sales	11/19/2025	1,270.00
TOP CRAB RESTAURANT INC	LCB20190001195	1333 Augusta West Pkwy Ste 101, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
TOPGOLF USA AG, LLC	LCB20200000201	437 Topgolf Way, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,330.00
TSUSHI 1 LLC	LCB20220001005	437 Highland Ave, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,245.00
V F W POST #649	LCB19990003692	2430 Windsor Spring Rd, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,295.00
VALLARTA MEXICAN RESTAURANT #1	LCB19990004409	2808 Washington Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
VALLARTA MEXICAN RESTUARANT #2	LCB19990014463	3144 Wrightsboro Rd, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,270.00
VERACRUZ MEXICAN RESTAURANT	LCB19990019103	3216 Peach Orchard Rd, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,270.00
VICTORIA'S COSINA MEXICANA	LCB20070035274	3712 1/2 Mike Padgett Hwy, Augusta, GA 30906		
L024		Sunday Sales	11/19/2025	1,270.00
WARDOZA PRODUCTIONS, LLC	LCB20130000812	379 Highland Ave, Augusta, GA 30909		
L024		Sunday Sales	11/19/2025	1,245.00
WINDSOR MANOR, AUGUSTA	LCB20230000385	3594 Windsor Spring Rd, Hephzibah, GA 30815		
L024		Sunday Sales	02/05/2026	1,330.00



Section III

PACKAGE SHOPS/ LIQUOR STORES

License #	Business Name	Address
LCB20260000362	19TH HOLE SPIRITS LLC	3101 Washington Rd, Augusta, GA 30907
LCB20220001050	365 LIQUOR STORE, LLC	2852 Deans Bridge Rd, Augusta, GA 30906
LCB20260000990	8TH STREET FAMILY LLC	307 Eighth St, Augusta, GA 30901
LCB20210001926	AM LIQUOR STORE, LLC	2545 Peach Orchard Rd, Augusta, GA 30906
LCB20180002040	AUGUSTA BEVERAGE CENTER	3441 Wrightsboro Rd, Augusta, GA 30909
LCB20110001094	AUGUSTA LIQUORS, INC.	823 Cabela Dr, Augusta, GA 30909
LCB20240001359	AYAAN 16 LLC	2372 Barton Chapel Rd, Augusta, GA 30906
LCB20260000923	BLIND LOUI'S LIQUOR STORE, LLC	752 Broad St, Augusta, GA 30901
LCB20070035914	BO'S PACKAGE	3001 Peach Orchard Rd, Augusta, GA 30906
LCB20230000950	BROAD BEVERAGE LLC	209 Fifth St, Augusta, GA 30901
LCB20250001357	CENTRAL LIQUORS LLC	2059 Central Ave, Augusta, GA 30904
LCB20040031742	COLLEGE BOWL PACKAGE	119 Laney Walker Blvd Ext, Augusta, GA 30901
LCB20220001377	DANG DAIQUIRI LLC	3062 Damascus Rd, Augusta, GA 30909
LCB20230001303	HARRISONS LIQUOR	1889 Gordon Hwy, Augusta, GA 30904
LCB20030029810	INHONG CORPORATION	2458 Windsor Spring Rd, Augusta, GA 30906
LCB20180001186	JULYKISS CO., INC.	1773 Kissingbower Rd, Augusta, GA 30904
LCB20200001524	KC PACKAGE STORE LLC	3725 Mike Padgett Hwy Ste D, Augusta, GA 30906
LCB20230001041	LIQUOR LOCKER 214 LLC	214 Boy Scout Rd, Augusta, GA 30909
LCB20210001551	MANHIANI LIQ LLC	4003 Harper Franklin Ave Ste 104, Augusta, GA 30909
LCB20150000724	MCBEAN PACKAGE SHOP	5262 Old Mike Padgett Hwy, Hephzibah, GA 30815
LCB20120001554	MKC INVESTMENT LLC	3668 WHEELER RD , AUGUSTA, GA 30909
LCB20240001210	OK WINE & SPIRITS	2811 Tobacco Rd, Hephzibah, GA 30815
LCB20220001195	ONE EYED JACK'S AUGUSTA LLC	ONE EYED JACK'S AUGUSTA LLC
LCB20240000021	OVERPASS PACKAGE	3745 A Peach Orchard Rd, Augusta, GA 30906

License #	Business Name	Address
LCB20180001167	PRIME INVESTMENTS 2018 INC	3307 Mike Padgett Hwy Ste A, Augusta, GA 30906
LCB20090060060	PURPLE CAR INCSIYA RAM	497 Highland Ave, Augusta, GA 30909
LCB19990003463	RALPH'S FIVE PINES BAR & PACKAGE SHOP	2301 Gordon Hwy, Augusta, GA 30909
LCB20230001441	RELIANCE WINE AND SPIRITS LLC	2065 Walton Way, Augusta, GA 30904
LCB20190000820	ROYAL PETROLEUM, LLC	3150 Wrightsboro Rd Ste B, Augusta, GA 30909
LCB20110001084	ROYAL WINE & BEVERAGES	3217 WRIGHTSBORO RD , AUGUSTA, GA 30909
LCB20240000155	SHREE LAXMI NARAYAN PACKAGE LLC	3107 Deans Bridge Rd, Augusta, GA 30906
LCB19990013493	SMITTY'S PACKAGE SHOP & LOUNGE	1815 M L King Jr Blvd, Augusta, GA 30901
LCB20160000019	SONNY'S PACKAGE	2302 Wheeless Rd, Augusta, GA 30906
LCB20240001215	STAR LIQUOR LLC	1623 Broad St, Augusta, GA 30904
LCB20230001112	STEVENS CREEK SPIRITS LLC	1061 Stevens Creek Rd, Augusta, GA 30907
LCB20200001429	SUN JONG, INC	2501 Peach Orchard Rd, Augusta, GA 30906
LCB20240001101	SUPERSTAR BEVERAGES LLC	3241 Deans Bridge Rd, Augusta, GA 30906
LCB20240000595	TALL BOYS LLC	3973 Wrightsboro Rd, Augusta, GA 30909
LCB20250001976	TOP NOTCH LIQUOR 2 INC	2751 Barton Chapel Rd, Augusta, GA 30906
LCB19990017394	WINDSOR PACKAGE STORE	4108 Windsor Spring Rd, Hephzibah, GA 30815
LCB20220000900	YYS KINGS WINE, LLC	2423 Milledgeville Rd, Augusta, GA 30904
LCB20230001441	RELIANCE WINE AND SPIRITS LLC	2065 Walton Way, Augusta, GA 30904
LCB20190000820	ROYAL PETROLEUM, LLC	3150 Wrightsboro Rd Ste B, Augusta, GA 30909
LCB20110001084	ROYAL WINE & BEVERAGES	3217 WRIGHTSBORO RD , AUGUSTA, GA 30909
LCB20240000155	SHREE LAXMI NARAYAN PACKAGE LLC	3107 Deans Bridge Rd, Augusta, GA 30906
		Total : 41



Section IV

WHOLESALE DEALERS

WHOLESALE DEALERS
2025

BUSINESS NAME	ACCOUNT NUMBER	FEE CODE
BEVERAGE SOUTH	31133	WHLB
GENERAL WHOLESALE	37016	WHLQ WHLB WHLW
RIVERWATCH BREWERY	2015-1078	WHLB
SAVANNAH RIVER BREWERY CO.	2016-612	WHLB



Section V

ALCOHOL CATERING

ALCOHOL CATERING

AFICIONADOS	2010 - 1450
ABEL BROWN	2014 – 1494
AUGUSTA MARRIOTT	14691
AUGUSTA NATIONAL GOLF CLUB	1999-13
BAR WEST MARTINE LOUNGE	2011-456
BEAMIE'S AT THE RIVER	2014-713
BOLL WEEVIL CAFÉ & SWEETERY, THE	2010 - 1439
BUZZWOTHY BUBBLES	2019-1497
CANTINA LOCALE, INC	2019-1024
CAROLINA ALE HOUSE	2010-474
CLIFFISMS, LLC	2020 – 138
CLUB STATUS	2013 – 1512
CRUST AUGUSTA	2021-1843
DIRTY BOOTS AUGUSTA	2023 - 778
DISTINCTIVE EVENTS	24629
DOC'S PORCHSIDE	31433
DRAFT SOCIETY LLC	2020-1438
EDGAR'S GRILLE	2012-1489
EPHESUS MED, LLC	2015 - 592
FATMAN'S MILL CAFÉ	34535
FDNVESTMENTS LLC	2023 - 1449
FRENCH MARKET GRILLE, LTD	1999 - 2891
INDIAN QUEEN, THE	2012-512
JAMAICA WAY	2011-928
NOBLE JONES	2018-1001

ALCOHOL CATERING

LAZIZA RESTAURANT, LLC	2019-764
LEVEL 9	2013-1512
PEDAL PUB BAR & PATIO	2022-767
PRIMETIME BAR & GRILL, LLC	2019-1470
PURPLE CAR INC	60060
RENDEZVOUS AT THREE, LLC	2012*1438
ROADRUNNER	32403
7 MIL ENTERTAINMENT LLC	2023-859
S BAR, INC.	2010-299
SHEEHAN'S LLC	2016-728
SCONYERS BAR-B-QUE	1999-1981
SOULTRY SOUNDS	35389
SOUTHEASTERN FOODSERVICE (FROG HOLLOW)	2010-369
TMJH INC. (TBONZ)	38925
TOA – TOASTE THE EVENT BAR	2020 - 1658
TOPGOLF USA AG. LLC	2020-201
VILLAGE DELI	2016-1261
WORLD OF BEER	2019-1226



Section VII

ALCOHOL HYBRID LICENSES

HYBRID ALCOHOL LICENSES

CLIFFISMS, LLC	2020 – 138
MLBD, INC	2016-1375
SOLE AUGUSTA, INC.	2015 - 654



Section VIII

ALCOHOL INCIDENTAL LICENSES

INCIDENTAL ALCOHOL LICENSES

AUGUSTA CANDLE COMPANY	2018 – 1204
MURPHY DIXON CO.	2022 - 893
SOLAR NAILS	2016 – 713
AUGUSTA & CO	2019 – 312
ONSITE MOBILE COOK & SIP LLC	2025 – 1291



Section VI

CIGAR LOUNGES

CIGAR BAR/LOUNGE LICENSES

IKONZ CIGAR LOUNGE	2021 - 1736
SHARIFA'S HOOKAHBAR & LOUNGE	2014 - 1435



Section IX

ADULT ENTERTAINMENT BOOKSTORE

ADULT ENTERTAINMENT BOOKSTORES

X-MART	1367 GORDON HIGHWAY	LCB20100000761
STARSHIP ENTERPRISES OF AUGUSTA	1650 GORDON HIGHWAY	LCB20250001191

Section X

Alcohol fee information/ Addendum to alcohol licenses

ALCOHOL FEES & DEFINITIONS OF ALCOHOL CODES

CONL	CONSUMPTION ON PREMISE LIQUOR	see next page
CONB	CONSUMPTION ON PREMISE BEER	see next page
CONW	CONSUMPTION ON PREMISE WINE	see next page
RTLQ	RETAIL PACKAGE LIQUOR	$3,330.00
RTLB	RETAIL PACKAGE BEER	$665.00
RTLW	RETAIL PACKAGE WINE	$665.00
WHLQ	WHOLESALE LIQUOR	$6,050.00
WHLB	WHOLESALE BEER	$665.00
WHLW	WHOLESALE WINE	$135.00
SCND	SECOND ALCOHOL	see next page
ADLT	ADULT ENTERTAINMENT	$3,479.00
DANC	DANCE HALL	$140.00
ADLTEMP	ADULT ENTERTAINMENT EMPLOYEE	$61.00
ODAY	ONE DAY ALCOHOL	$100.00
ODADLT	ONE DAY ADULT ENTERTAINMENT	$140.00
ADM	ALCOHOL ADMINISTRATIVE FEE	$121.00
ALC CAT	ALCOHOL CATERING	see next page
BCARD	BAR CARD	$61.00
SUNS	SUNDAY SALES	see next page

INCIDENTAL ALCOHOL LICENSE	$250.00
INCIDENTAL ON-PREMISE-BEER	$315.00
INCIDENTAL ON-PREMISE-WINE	$315.00
INCIDENTAL ON-PREMISE-LIQOUR	$1,560.00
BREWERY, MAUFACTURER OF MALT BEVERAGES	$1,000.00
BREWPUB OPERATOR	$1,000.00
DISTILLERY	$1,500.00
MICRO BREWERY	$1,000.00
NANO BREWERY	$1,000.00
NANO DISTILLERY	$1,500.00
PICO BREWERY	$1,000.00
PICO DISTILLERY	$1,500.00

Restaurants and Bars (On-premise consumption)

Occupancy Load:	1 – 100 (3%)	101 – 200 (5%)	201 – 300 (7%)	301 + (10%)
Beer	$625	$635	$650	$665
Wine	$625	$635	$650	$665
Liquor	$3115	$3175	$3235	$3330
Sunday Sales	$1245	$1270	$1295	$1330
Alcohol Catering	$340	$345	$355	$365
Second Alcohol License	$625	$635	$650	$665
Sunday Sales Single Event Restaurant	$250	$275	$300	$325

Addendum to Alcohol Licenses
MEETING DATE:11/24/2026

SHEEHAN'S LLC 2111 KINGS WAY LCB20160000725

Addendum to Alcohol Licenses
MEETING DATE: 11/24/2026

FIREHOUSE BAR	**LCB2026 – 1342**
PARKER'S KITCHEN #150	**LCB2026 - 1339**

Public Services Committee

Meeting Date: November 24, 2026

Greater Augusta Art Council – Public Art Policy

Department:	Recreation and Parks / The Greater Augusta Arts Council
Presenter:	Tameka D. Williams / Heather Dunaway
Caption:	Motion to approve an updated to the Public Art Policy for the Greater Augusta Arts Council to use with the Public Art Advisory Panel.
Background:	The Public Art Advisory Panel was created to establish a clear path towards accomplishing the goals outlined in the Public Art Master Plan when the Greater Augusta Arts Council was named the city's Public Art Agency. The Public Art Advisory Panel is entering its 10th year of existence and have conducted business according to its currently Public Art Policy.
Analysis:	The Public Art Advisory Panel proposed an update to the Public Art Policy, which added additional panelist seats as well as gave the Chair a vote. This was done to better reflect the districts within Augusta-Richmond County and to establish a tie-breaking vote. The Greater Augusta Arts Council, acting as the city's Public Art Agency, along with the Recreation and Parks department seek the approval for the updated Public Art Policy.
Financial Impact:	N/A
Alternatives:	A – Approve; B – Do not approve.
Recommendation:	Motion to approve an updated to the Public Art Policy for the Greater Augusta Arts Council to use with the Public Art Advisory Panel.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PUBLIC ART POLICY

Revised – 12/17/2025

The mission of the Greater Augusta Arts Council (GAAC) is to enrich the quality of life for citizens and visitors in Augusta and the Central Savannah River Area by advancing a vibrant cultural arts agenda.

Art enhances Augusta's identity as a community that values creative and diverse expressions. It builds our sense of civic pride and enriches the quality of our lives. Public Art fulfills these purposes in many ways; it improves our experience of public spaces through artistic design; it enhances and preserves our vistas, it can introduce whimsical elements into otherwise ordinary spaces, and it engages us in our community's activities, hopes and history.

In recognition of the importance of integrating public art into the lives of residents of Augusta, the Greater Augusta Arts Council, as the public art agency of Augusta, supports a strong public art policy in Augusta, Georgia.

To this end the Greater Augusta Arts Council provides the Augusta, Georgia public art policy with the following goals in mind:

1) <u>GOALS:</u>

1. To create exciting, appealing and harmonious public spaces by integrating art into architecture, urban design and the planning of infrastructure at the earliest design stage.
2. To enhance Augusta's image locally, regionally and nationally by insuring the creation of the highest quality public art.
3. To foster the public's understanding and enjoyment of public art.
4. To encourage artists to work and live in Augusta and participate in public presentations of their art in Augusta, Georgia; and
5. To encourage federal, state, city and private support for Augusta's public art program.

6. To facilitate the creation of a unique community identity in pursuit of transforming the area into a noted arts destination community.

2) PUBLIC ART COVERED BY THE POLICY:

This policy applies to original works of art that are durable or temporary, and accessible to the public; reflect an awareness of the site, both physically and socially; and fit the historical and cultural values and sensibilities of the community. Public art governed by this policy includes all the following works of art:

a) Works of art owned or acquired by the consolidated government of Augusta, Georgia or GAAC
b) Works of art donated or loaned to Augusta, Georgia or GAAC (whether provided by the artist, a private entity, or a foundation).
c) Works of art that are displayed (or the owner seeks to display) at any public space in Richmond County, Georgia.

Art, as defined by this policy, encompasses the broadest definition of visual art including (but not limited to):

- Sculpture, painting, drawing, photography, murals, glass or water features, landscaping,
- Uniquely designed or site-specific paving,
- Furniture and parts of buildings,
- Sound and light works,
- Organic forms and structures,
- Works that are designed to be temporary in nature,
- Memorabilia or ceremonial objects related to civic activities.
- Temporary exhibits, exhibitions, and/or works of art located in public space,
- Works of arts produced through involvement of the community,
- Integration of art and architecture to enhance the design of urban/public spaces.
- Performance works made available and accessible to the public.

Public space is defined as a space which is easily accessible and clearly visible for public view. This includes, but is not limited to, buildings, parks, streets, squares, promenades, sidewalks, public foyers and plazas.

Works of art selected must comply with constitutionally acceptable principles. For example, GAAC in its advisory capacity will refuse to display work that is constitutionally

unprotected, such as: libelous or defamatory work, child pornography, or obscenity (i.e. sexually explicit and "patently offensive" work that lacks artistic value). Let it be noted, nudity does not automatically suggest that the artwork is obscene in all public space. However, if it is portrayed in a public space likely to be seen by children, additional consideration will be taken with respect to such artwork of art.

3) <u>POLICY ADMINISTRATION:</u>

The Greater Augusta Arts Council will have advisory and recommending oversight of all aspects of this policy, including, but not limited to program implementation, planning, commissioning, acquiring, handling, conserving and maintaining of all public art (services) covered by this policy reporting and coordinating through the Recreation and Parks Department of Augusta, Georgia.

The Greater Augusta Arts Council (GAAC) will establish an **eight (8) person Panel** to perform some or all the aspects of this policy as well as to serve in an advisory capacity to the GAAC with respect to the administration of this policy. The members of the Panel will be appointed by and serve at the pleasure of the GAAC. The Panel will be chaired by the GAAC Board of Director's Vice President of Public Art. **The PAAP Chair must be a proven resident of Richmond County and will have act as a 9th voting member and tie breaker. The members of the PAAP must abide by the rules and regulations outlined in the Policies and Procedures Operating Manual created in December 2025.**

Members of the Panel may include: GAAC staff and board members; community artists, art professors and educators; local historians, public art administrators, architects, landscape architects, museum and exhibition curators, and art critics, a representative from the Augusta Convention and Visitor's Bureau, a representative from the Augusta Chamber of Commerce, a representative from the Recreation and Parks Department, a representative from Central Services Department, a representative from Augusta Tomorrow or any other person deemed appropriate by the GAAC. To be a member of the Panel the individual must be a resident of Richmond County, Georgia. GAAC will meet routinely or as called with the Public Art Advisory Panel to hear updates, discuss committee recommendations and to assist GAAC in finalizing recommendations and advisement regarding Public Art that will be made to the Recreation and Parks Department of Augusta, Georgia.

All budgetary discretion and allocations required to implement this policy will be recommended from GAAC to the Recreation and Parks Department. Specific art project

allocations may include staffing, any project consultant fees, GAAC administrative costs, programming costs, and project implementation costs.

Conflicts of Interest

Any conduct that creates an appearance of impropriety or may otherwise impair a Panel member's judgment is prohibited. Anyone in a position to receive financial gain from the selection of artist(s) will be ineligible to serve on the Panel. Panel members must declare any conflict of interest and recuse themselves if a conflict of interest arises. Additionally, GAAC will recognize Augusta Conflict of Interest Ordinance 7427. Specifically exhibits B, D and F are to be recognized.

Panel Length of Appointment:

Advisory Panel members will serve for a maximum of three (3) years per appointment. After this time, the GAAC may choose to reappoint the member or to appoint a new member in his/her place. However, no Panel member may serve more than two (2) consecutive three (3) year appointments.

Panel Responsibilities:

The Panel will serve as the selection committee for the Public Art to be displayed in the Greater Augusta area. In addition to ensuring that all public art complies with the requirements of this policy, the Panel should strive to select art that will enhance the culture of Augusta while maintaining the vision of the GAAC.

The Panel will be responsible for conducting surveys of existing art exhibits to determine information including, but not limited to, artist, ownership, liability, maintenance, funding, etc. The Panel will also be responsible for maintaining a database of all current and future Art. The Panel will oversee the Call for Artists, Proposal and Art reviews, and other such items/events.

The Panel will work in partnership with the GAAC, Recreation and Parks Department and all appropriate Augusta, Georgia departments in the implementation of, planning, commissioning, acquisition, handling, conservation and maintenance of all public artwork under the jurisdiction of these entities.

4) SITE SELECTION:

Sites for Public Art covered by this Policy are locations in Augusta which are identified as suitable for Public Art Projects and are physically and/or visually accessible to and by

the public. Public art projects covered by this policy for which public money is utilized are to be located on public property owned by Augusta.

Augusta, Georgia Initiated Projects

GAAC working with the Augusta, Georgia Commission through the Recreation and Parks Department, will implement the Public Arts Master Plan (Plan), which will identify appropriate and significant sites for the location of public art. The GAAC and City have partnered and initiated a comprehensive community planning process in developing this Plan and shall ensure that any subsequent modifications or plan updates provides appropriate opportunities for public input into public art projects. The Plan should complement and supplement Augusta's various other planning documents guiding the growth and development of Augusta, such as, but not limited to, the 2009 Master Plan for Augusta (Westobou Vision), the Augusta Sustainable Development Agenda (2010), Augusta Convention and Visitor Bureau 2016 Destination Plan, and Recreation and Parks Department Master Plan.

The initial Plan shall be submitted to the Augusta, Georgia Commission through the Recreation and Parks Department for their review and approval. The Plan will be reviewed and updated every five (5) years and may also be revised at such other times as deemed necessary by the Commission, the Recreation and Parks Department, or GAAC. The GAAC, working with the Panel, will identify the highest priority projects described in the Plan and recommend those projects annually to the Recreation and Parks Department for implementation as funding allows each budget year. As much as possible, these projects should correspond with new construction or renovation projects planned by the Augusta, Georgia Commission for that same budget year.

Criteria will be developed by the GAAC to guide the placement of off-site and on-site projects to ensure a fair and equitable distribution of public art throughout Augusta, Georgia that enhances, anchors, and activates public spaces. These criteria will ensure artwork is displayed prominently on the building site, or if it is integrated into the architecture, ensures that the artwork is recognizable.

Community Initiated Projects

Any Augusta, Georgia resident, community group or neighborhood association may propose to GAAC a public art project for a site that may or may not be on the Public Art Master Plan. Additionally, any Augusta, Georgia resident, community group or neighborhood association may submit an existing work of art, located on private or public property, for inclusion in the Public Art inventory under the guidance of the GAAC and in full collaboration with the Recreation and Parks Department.

Sites where public art is to be displayed should:

1. Experience high levels of pedestrian or motor traffic and be part of Augusta, Georgia's paths of circulation.
2. Be easily visible and accessible to the public.
3. Serve to anchor and activate the site.
4. Enhance the overall public environment.
5. Enhance the streetscape experience for pedestrians.
6. Help to create a place of congregation and activity.
7. Establish landmarks and neighborhood gateways; and
8. Be dispersed throughout Augusta, Georgia.

The following points should be considered in site selection:

1. Work displayed in interior public spaces will be accessible to the public at least during normal building operating hours without requiring the public to obtain special passes or permits to view the work.
2. Work displayed in exterior public spaces should be accessible to the maximum extent possible. If a work is to be in a park or similar setting, it should be assessable during the normal operating hours of that site or facility.
3. Work should not block windows or entranceways or obstruct normal pedestrian circulation entering or exiting a building (unless it is specifically a part of the experience or design of the work).
4. Work should not be placed at site if the landscaping and maintenance requirements of that site cannot be met.
5. Work should be sited for immediate and/or maximum visibility.
6. Work should be sited where it is not overwhelmed by, or competing with, the scale of the site, adjacent architecture, large retail signage, billboards, etc.
7. Work should be placed at a site where it will enhance the surroundings.
8. Work should not create a blind spot where illegal activity can take place.
9. Work should be sited where it will create a place of congregation or in a location that experiences high levels of pedestrian traffic and activity.
10. Work should be sited where it will be effective in enhancing and activating the pedestrian and streetscape experience.
11. The installation of public artwork should comply with any master plan developed for the intended site, including any neighborhood or park master plans.

On-site locations for public art projects include, but are not limited to, the following: walls, ceilings, floors, windows, staircases, escalators, roof tops, and entrances and exits.

Works of Public Art are to be located on-site grounds, or in a facility or other complex of buildings adjacent to such a project site.

5) ELIGIBLE PUBLIC ART PROJECTS:

Public Art Projects may include:

a) The commissioning of permanent or temporary works designed for specific public sites in Augusta.
b) The loan, purchase or donation of art works deemed appropriate for public sites.
c) Artists contracted to work as integral members of architectural, infrastructure, and urban design teams; and
d) Installations, artist-in-residence programs, and other short-term projects or planning activities that result in the creation of temporary or permanent public art.

6) COMMUNITY INVOLVEMENT:

Each public art project created through this policy shall include an outreach program created and lead by GAAC and encourage community involvement in the implementation of the project, as well as inform and educate citizens about the project.

Involvement from citizens within the community is essential to the success of the program. Citizens may be asked to submit ideas for sites and/or upcoming projects as well as given the opportunity to sit on citizen selection panels. All citizens with an interest in improving their community are welcome. Results from such outreach activities will be shared with the Recreation and Parks Department.

The involvement of the community in public art should:

a) Engage people in meaningful communication over their communities' needs and aspirations for the future.
b) Involve community members in the process of creating Public Art by appropriate means.
c) Develop local artistic skills and empower local communities to lead on projects.
d) Support Public Art projects that celebrate cultural diversity and help to break down barriers between people of all ages and backgrounds.

7) ARTIST SELECTION:

The policy encourages the commission of works by artists from the CSRA arts community. The encouragement of CSRA residents to participate is an integral part of the policy, and will contribute to the unique identity of Augusta, Georgia as an outstanding city in the state, region, and nation. This policy does not preclude consideration given to regional, national and international artists when appropriate. The Panel will determine the method of soliciting artist qualifications (open competition, limited competition and specific commission or acquisition) and the method of selecting the artist (review of qualifications, interview, or competitive proposal) that best suits a particular project. The Panel and the selected artist will develop a plan for community engagement that best fits the needs of the project and the community.

1. **Open call** - Publicly advertised calls for entries; any artist may submit proposals and/or qualifications.
2. **Limited Competition** - between invited parties.
3. **Specific Commission** - This method would apply where limited or open competition would be impractical or inappropriate.

The Panel will:

- Review artist qualifications and proposals.
- Make final recommendations to the GAAC regarding artist selection and concept design approval.
- Advise and assist in community outreach.
- Finalize the vision for each project.
- Coordinate subsequent stages of project development and review, working through the conventional capital project management process as members of the overall project design and construction team.

Selection of Artists will be based on the following items:

- The artist's vitae (name, education, professional experience, references, etc.)
- A statement of interest about the project.
- Visual support materials/examples of previous artwork.
- Request for qualifications (RFQ) or requests for proposals (RFP), depending on the project.
- The proposed maintenance and funding plan.

8) OWNERSHIP/COPYRIGHT:

The following documentation must be filed with GAAC and the Recreations and Parks Department at the completion of the public art project:

- Biographical details of the artist(s).
- Artist statement and specifications of the artwork.
- Six good quality slides/digital images and four black and white prints showing the artwork in context and close-up.
- Other related materials as needed to reveal the artwork and/or artist intentions (e.g. film, video clips, book works etc.).
- A copy of the artist's maintenance plan.

The artist retains all rights under the Copyright Act of 1976 (17 USC Section 101) as the sole author of the work for the duration of the copyright. The duration of copyright in the United States is currently the life of the author plus seventy (70) years. Title to the artwork passes to the City of Augusta or commissioning agency/organization upon their written acceptance of and payment for the work; copyright belongs to and remains with the artist.

Rights to Reproduce the Work

The artist and client or commissioning agency must each agree to the right to reproduce the artwork in all forms. Typically, artists grant the client or commissioning agency/organization license to make two-dimensional reproductions of the work for non-commercial and educational purposes. The client or commissioning agency/organization in turn agrees to include a credit to the artist and a notice of copyright on all such reproductions. Additional Rights

It is standard professional practice that agencies agree not to intentionally alter, modify, change, destroy, or damage the work of art without first obtaining permission from the artist. If the artist's work is accidentally damaged, the artist has the right to request that the work not be attributed to the artist until such time as the work is fully restored.

9) FUNDING:

Funding options for implementation and support of Augusta, Georgia's Public Art Master Plan will be defined within the 2016 Augusta Public Master Art Plan and will be updated with each five (S) year updating of the plan. Commission approval of the plan and associated funding (including any additional funding sources identified and agreed upon) will be a collaborative process including GAAC, Recreation and Parks Department, Commission and/or any private funding sources.

10) MAINTENANCE AND CONSERVATION:

Artwork can be affected by exposure to light (natural and artificial), wind, air-borne dust, temperature and humidity changes, vibration, precipitation and other conditions. On occasion, an artwork may also suffer physical damage because of accident or vandalism. The Greater Augusta Arts Council is committed to the ongoing presence and integrity of public art and the sites for which public art is created, to preserving the vision of the artists who create public art and to assuring continued access to the artworks in Augusta, Georgia's collection by the public.

Objectives:

1. To inspect the condition of city-owned public artwork on a regular basis.
2. To assure appropriate cleaning and provision of other appropriate routine maintenance to public artwork.
3. To insure timely conservation of public artwork.
4. To integrate longevity and maintenance considerations into artist's planning, and city approval processes for artwork.
5. To assure maintenance of artworks so that they continue to be safe and contribute to the vitality of communities.
6. To establish a treatment and maintenance program for public art with regular procedures, agreements and documentation.
7. To educate public employees about public art and its important role in public infrastructure and planning.
8. To leverage private and volunteer support for maintenance of public art, whenever possible.

General Policies for Maintenance and Conservation

Works of arts shall be efficiently maintained and preserved in the best possible condition as understood by the Greater Augusta Arts Council program and consistent with the artist's original intention. Allowance for the cost of ongoing maintenance of new works will need to be planned for and may need to be reviewed by a certified conservator for care and maintenance plan.

Responsibility, Authority and Partners

The Greater Augusta Arts Council shall advise and make recommendation to the Recreation and Parks Department regarding conservation of public art. The Public Art Advisory Panel shall oversee any condition assessment, treatment, maintenance, disposition and relocation of artwork, working in collaboration with the following partners:

1. Artists: Artists shall develop artwork with maintenance requirements that can be realistically maintained. Artist's specifications may be considered in maintaining artwork along with applicable conservation standards. Artists (if possible) shall be notified of all repairs and may be involved in conducting treatments and maintenance.
2. Experts: Arts professionals, professional arts conservators, and city staff familiar with art materials, fabrication methods, and the artistic intent shall inspect and evaluate artwork.

Maintenance Planning and Documentation for Existing Works

Artwork shall receive regular, thorough, condition examinations, which include the present locations and conditions of artwork, as well as cost estimates for treatment and maintenance. These thorough examinations shall occur annually, semi-annually, quarterly, or monthly depending upon the needs of individual works. They shall also occur when required by reports of damage.

A maintenance plan shall include detailed specifications for monthly maintenance, maintenance of plantings (if applicable), annual routine maintenance, other periodic maintenance and a long-term prognosis.

Maintenance Planning and Documentation for New Works

Artists shall be commissioned to develop sustainable artwork; that is artwork which can be realistically maintained by Augusta, Georgia as budgeted through or sustained through the Recreation and Parks Department and within the guidelines described in these policies and procedures. Artists shall work with the Greater Augusta Arts Council to implement preventative maintenance strategies as part of the construction and installation of artwork, if those strategies do not interfere with the approved artist's proposal or integrity of the artwork.

All new artworks must have a treatment and maintenance plan that projects both staff time and funding needs. Condition assessments and maintenance plans for new works shall also include an estimated life span for each artwork. As part of their contractual requirements, commissioned artists shall consult with the Greater Augusta Arts Council on a maintenance plan for each new artwork. These maintenance plans shall include documentation of materials used to fabricate the artwork and a reasonable annual budget for maintenance. Maintenance plans for new works shall be reviewed and approved by the GAAC to ensure there are no major concerns with materials, safety or maintenance.

Before design approval and prior to final receipt and completion, an art conservator, or other qualified individual shall review the proposed design for possible flaws in structural design and fabrication.

Approved By:

The Greater Augusta Arts Council Board President:

Date:

The GAAC Vice President of Public Art / PAAP Chair:

Date:

Commission Approval:

Date:

Public Services Committee

Meeting Date: November 24, 2026

Augusta Sculpture Trail Permanent Art Collection – Purchases & Donation Sculptures

Department:	Recreation and Parks / The Greater Augusta Arts Council
Presenter:	Tameka D. Williams / Heather Dunaway
Caption:	Motion to approve the purchase of four (4) sculptures and acceptance of two (2) donated sculptures to the City's permanent public art collection along the Augusta Sculpture Trail and authorize the Mayor execute documents related to the transfer of ownership from the artist to the City.
Background:	The Augusta Sculpture Trail, funded through a budget line item within Recreation and Parks Department, is closing out the 3rd iteration. The Arts Council held a public survey, both in person and online, that allowed the community to rank the 10 temporary installations. The Public Art Advisory Panel then used this information to decide on which works to put forward for purchase with the allocated $20,000.00 within the $100,000.00 Sculpture Trail budget. These sculptures included the purchase of "Hearts at Play" by Melinda Hoffman for $2,000.00, "Crescendo" by Sam Spiczka for $12,000.00, "Pale Flame" by Joe Schairer for $1,200.00, "Bicycle Built for Two" by Jim Collins for $1,500.00. In addition to these purchases, Destination Augusta has awarded a grant to purchase one sculpture: "Nitrogenous" by Hanna Jubran for $12,000.00 which would then be donated to the City of Augusta. "Princess Augusta," a historic inspired sculpture facilitated by the Augusta Woman's Club, will also be donated to the City of Augusta, GA once complete and has already been approved by Commission for installation.
Analysis:	The Greater Augusta Arts Council, acting as the city's Public Art Agency, along with the Recreation and Parks Department seek approval for the purchase and acceptance of six (6) sculptures for the Augusta Sculpture Trail. Total spent to for the works is $16,700.00. The remaining $3,300.00 would be used to help create new concrete pads for their permanent placement along the Augusta Sculpture Trail.
Financial Impact:	The total cost is $20,000. Funding is available in the appropriate account.
Alternatives:	A – Approve; B – Do not approve
Recommendation:	Motion to approve the purchase of four (4) sculptures and acceptance of two (2) donated sculptures to the City's permanent public art collection along the

	Augusta Sculpture Trail and authorize the Mayor execute documents rel to the transfer of ownership from the artist to the City.
Funds are available in the following accounts:	GL 272-06-1720/5425310
REVIEWED AND APPROVED BY:	N/A

Proposed Acquisitions for the Augusta Sculpture Trail

Pending Commission Approval

The following three sculptures are being proposed for purchase by the City of Augusta to become permanent additions to the City's Public Art Collection along the Augusta Sculpture Trail. In the summer of 2026, the Greater Augusta Arts Council hosted a public voting initiative, inviting CSRA residents to rank the 10 temporary sculpture installations featured along the Trail. Using community feedback and public rankings, the Public Art Advisory Panel selected three artworks for potential acquisition within the established $20,000 budget. Selections were based on public interest, artistic merit, structural integrity, and long-term durability to ensure each sculpture could become a lasting and meaningful addition to Augusta's public art landscape.

The following work's combined total price is $16,700.00. The remaining $3,300.00 of the $20,000.00 purchase budget would be used to help pour new sculptural pads as well as help pay an installer to relocate works to permanent locations along the Augusta Sculpture Trail.



PALE FLAME
BY JOE SCHAIRER

Joseph Schairer is a sculptor and multi-media artist, currently working as a visiting faculty member of 3D/4D Studio Art at Valdosta State University in Valdosta, GA. He received his BS in Studio Art with a concentration in Sculpture from Southern Connecticut State University in 2019, and his MFA in sculpture from UMass Dartmouth in 2022. Schairer's abstract works explore the endless possibilities of human existence and the freedom to shape our own paths. The artworks he creates symbolize this potential, reminding us that our choices are limited only by imagination.

Materials: Welded Steel and Paint. Created: 2024. **Price: $1,200**



CRESCENDO
BY SAM SPICZKA

Inspired by natural bone forms, rural technology, and geometric structure, Sam Spiczka has produced a distinctive body of work that is both modern and intensely primal, public yet deeply personal. Born and raised in rural Minnesota, Spiczka became captivated by metal early on through the experience of working at his family's welding shop. Though he briefly studied art and philosophy at Gustavus Adolphus College in St. Peter, MN, his true education has come from Nature, the example of past sculptors, and the craftsmanship of his father. His award-winning sculptures have been exhibited internationally – including at the Seolbong International Sculpture Park in Icheon,South Korea, the DeCordova Museum and Sculpture Park in Lincoln, Massachusetts, and Franconia Sculpture Park in Taylor's Fall, MN – and can be found in many public and private collections.

Materials: Cor-ten Steel. Made in 2012**. Price: $12,000**



HEARTS AT PLAY
BY MELINDA HOFFMAN

The work in this particular series, Hearts at Play, hopes to create personal dialogs about the simple but much needed attention to love, human love, community love, world love of everything and everyone.

Love is a support and really cannot be measured. It springs up in tiny moments to huge community projects. It shows up and needs to show up more.
This piece offers its own support by interlocking and holding up the less solid heart. A “lean on me” moment is presented. Have you known a time when we needed this more?

Material: Steel. Made in 2024**. Price: $2,000**



BICYCLE BUILT FOR TWO
BY JIM COLLINS

Primarily a Public Art sculptor working in figurative manner, best exemplified by my long running series
the WATCHER. My sculpture style has been characterized using silhouettes of people and animals constructed of stainless steel, aluminum and other metals. Degrees from Marshall University, University of Michigan, and a M.F.A. degree in sculpture from Ohio University.

My work can be found in many collections in the United States and Ireland with the majority located in the Southeastern United States. Colorful silhouettes of figures and animals can be seen from the Ireland to Plano, TX with the selected additions in Balbriggan County Dublin and St. Joseph, MO. A commission for
Sienna, Plantation, Missouri, TX. The placement Public Sculpture to Splinter Creek, MS., Hickory, NC. and Sandy Springs, GA. Most recently large-scale HILL CLIMB sculptures in Bentonville AR on their “Bike trail”.

Materials: Stainless steel. Price: $10,000.00 – reduced to **$1,500**

Additional Purchase / Donations

In addition to the three proposed acquisitions selected through the public voting process, the Greater Augusta Arts Council is recommending the acceptance of a fourth sculpture as a permanent addition to the City of Augusta's Public Art Collection. This acquisition will be made possible the rough a generous grant secured from Destination Augusta, allowing the Arts Council to purchase the artwork and donate it to the City upon execution of the purchase agreement. This additional sculpture represents an opportunity to further enhance the Augusta Sculpture Trail while leverage ng community partnerships and outside funding to expand the City's permanent public art collect ion without utilizing additional City acquisition funds.



NITROGENOUS

BY HANNAH JUBRAN & JODI HOLLNAGEL-JUBRAN
Hanna Jubran received his M.F.A. in Sculpture from the University of Wisconsin-Milwaukee and is currently a Sculpture Professor at East Carolina University in Greenville, North Carolina. Hanna's work addresses the concepts of time, movement, balance and space. Each sculpture occupies and creates its own reality influenced by its immediate surroundings. The work does not rely on one media to evoke the intended response, but takes advantage of compatible materials such as wood, granite, steel, stainless steel, iron and bronze. The nature of my goals for art is to reflect my own aesthetic views, concepts and sincerity of expression.

Hanna regularly participates in international art shows, competitions and symposiums. Some of his most recent activities are: The creation of "A Monument to a Century of Flight" in Kitty Hawk, North Carolina; The International Sculpture Biennale, Chaco, Argentina; The Elements of the Earth Symposium at Pedvale Sculpture Park, Sabile, Lat.



PRINCESS AUGUSTA
THE AUGUSTA WOMAN'S CLUB

The Augusta Woman's Club, who have already been before Commission to seek approval for the installation of a new sculptural addition to the Augusta Sculpture Trail and Augusta's Permanent Public Art Collection, plan to donate the "Princess Augusta" sculpture. The above design is currently in the construction phase with an installation date in mid-late November.

The proposed acquisitions and additional donated sculpture represent a significant investment in Augusta's cultural identity, public spaces, and continued downtown revitalization. With these additions, the Augusta Sculpture Trail would grow from 18 to 23 sculptures, thus expanding opportunities for residents and visitors to explore Downtown Augusta, the Riverwalk, and surrounding areas through accessible outdoor art experiences. Growing the Trail strengthens Augusta's position as an arts and cultural tourism destination, encourages longer visits, supports local businesses, and contributes to the local economy. Public art is a lasting investment for any city. It enhances and creates safer shared spaces, attracts visitors, fosters community pride, tells stories, and creates memorable destinations that can be enjoyed for generations. By combining public input, City investment, and outside funding through community partnerships, Augusta has an opportunity to expand its permanent collection while ensuring that art remains an integral part of the city's identity.

You can learn more about the Augusta Sculpture Trail, or view the artwork on the trail currently, but visiting https://augustasculpturetrail.com .

You can view the digital trail at https://app.otocast.com/guide/Augusta_SculptureTrail/ .

Public.Services.Committee.Meeting

Meeting Date: 11/10/26

Augusta Regional Airport (AGS) - United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant Award Acceptance

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Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Augusta Regional Airport (AGS) – Approve and accept the United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant agreement.

Background: The competitive US DOT Grant is awarded annually to incentivize new or expanded routes at smaller airports. In September 2026, AGS was announced as one of fourteen markets awarded the grant. AGS' grant was awarded for the Chicago O'Hare market.

Due to the expedited submission deadline, Mayor Johnson executed the agreement per the Augusta-Richmond County Resolution authorizing the Mayor to Execute grants with expedited deadlines.

AGS entered into a grant agreement with the US DOT for $800,000 on September 29, 2026.

Awarding of the grant does not guarantee but significantly increases the chances of obtaining new air service. Once new service is obtained, these funds may be used along with $370,000 in matching local funds to provide revenue guarantees to help defray some of the costs and risks associated with startup service. These funds will only be utilized/expended if the Airport obtains new or expanded air service to the Chicago O'Hare market.

Analysis: This agreement has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact: The airport will utilize 55108.1117.3311114 to receive the $800,000 grant and 55108.1117.3711110 to receive $370,000 in matching funds and 55108.1117.5751110 to pay portions owed by any revenue guarantee amount.

Alternatives: N/A

Recommendation: Approve and accept the United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant agreement.

Funds are available in the following accounts:	55108.1117.3311114; 55108.1117.3711110; 55108.1117.5751110
REVIEWED AND APPROVED BY:	N/A

GRANT AWARD AND AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION AND THE AUGUSTA AVIATION COMMISSION ACTING FOR THE COMMUNITY OF AUGUSTA, GA, UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM ALN/CFDA: 20.930 FAIN: 69A34524400010003

DOCKET #: DOT-OST-2025-2316

WHEREAS, the Augusta Aviation Commission (the Sponsor), on behalf of the community of Augusta, GA, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to $800,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section F hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be $800,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of Federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **October 14, 2026**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement, and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. DOT may unilaterally terminate this Grant Agreement at any time before the Sponsor signs it without modification and returns it to DOT.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally approved audit of any expenditure of funds of $1,000,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.327 (Procurement Standards), as implemented and modified by 2 CFR Part 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.
10. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
11. Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Sponsor agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 31 U.S.C. 3729(b)(4).
12. Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this agreement, the Sponsor certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

B. SPECIAL CONDITIONS

1. Consistent with 2 CFR 200.340, DOT may terminate this Grant Agreement and all of its obligations under this agreement if any of the following occurs:

a. (i) The Sponsor fails to obtain or provide any Sponsor matching funds as required by the Grant Agreement;
(ii) A completion date for the Project or a component of the Project is listed in the Grant Agreement and the Sponsor fails to meet that milestone by six months after the date listed in the Grant Agreement;
(iii) The Sponsor fails to comply with the terms and conditions of this Grant Agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
(iv) Circumstances cause changes to the Project that DOT determines are inconsistent with DOT's basis for selecting the Project to receive an award;
(v) DOT determines that the award no longer effectuates the program goals or agency priorities; or
(vi) DOT determines that termination of this Grant Agreement is in the public interest.

b. In terminating this Grant Agreement under this section, DOT may elect to consider only the interests of DOT.

c. The Sponsor may request that DOT terminate the agreement under this section.

2. Either Party may seek to amend or modify this Grant Agreement on written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.

3. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 9, 2032. NOTE**: The three-year limitation set forth in 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.

4. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with DOT, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(g)(2), such request must include a description of the supporting reasons for the extension. **NOTE**: Access to remaining Federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, DOT will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The Augusta Aviation Commission, designated by the community of Augusta, GA, as the Sponsor under the Small Community Air Service

Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:
Name: Diane Johnston
Title: Director of Business Development

Company: Augusta Aviation Commission
Address: 1501 Aviation Way
Augusta, Georgia 30906

Phone: 706-513-9786
Email: djohnston@augustaga.gov
UEI Number: uwfutlznd7q6
TIN Number: 58-2204274

2. Scope of the Grant Project

Grant Project: Revenue guarantee and associated marketing program to recruit, initiate and support new service from Augusta Regional Airport (AGS) to Chicago O'Hare International Airport (ORD). This Grant Project does not include any costs directly related to climate change and sustainability.

3. Funding

a. **Total Project Cash Costs: $1,170,000**

Federal Share:	$800,000
State Share:	$0
Local Share:	$270,000
Airport Share:	$100,000
In-Kind Contribution:	$360,181

b. Payment by DOT shall not exceed $800,000 for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT**. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in

Section C.3.b, and included in the Total Project Cash Costs set forth in Section C.3.a (those to be covered by the local and/or State contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **68.38 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b), subject to Sections C.3.c, C.3.f, and C.3.g. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE**: Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from DOT. The Sponsor may **not** seek reimbursement from DOT in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, the Sponsor must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the Sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, **all marketing materials that are for route-specific grants must display the destination city and/or airport name**.

f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4.
g. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
h. All requests for reimbursement must be made by the Sponsor within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
i. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
j. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

a. Grant Project reports, including progress on milestones as set forth in Section 4.b, shall be reported to DOT on a semi-annual basis, with **reports due to DOT on April 30 and October 31 of each year** that the Grant Agreement remains effective. **The first Grant Project report is due on April 30, 2027.**
b. Each Project report shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
c. The Project report due on April 30 shall also include a completed Federal Financial Report (SF-425). The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.
d. The Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within 120 calendar days after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. **Sponsor Obligations**
   a. The Sponsor shall, within **fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed** between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after their execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
   b. The Sponsor shall **ensure that the obligations set forth in this Grant Agreement are met**. Failure to do so may result in termination of the Grant Agreement by DOT.

Obligation for Agreements Utilizing a Marketing Plan for General Airport Marketing or Marketing for Specific Existing Routes: Section C.5.c shall apply only if this box ☐ is checked.

c. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Obligations for Agreements Only Utilizing a Marketing Plan to Establish Air Service: Sections C.5.d through C.5.f shall apply only if this box ☐ is checked.

d. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
e. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
f. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within twelve (12) months** after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

Obligations for Agreements Utilizing Air Carrier Financial Incentives to Establish Service: Sections C.5.g through C.5.l shall apply only if this box ☒ is checked.

g. No reimbursement by DOT will be made until the Sponsor has **provided DOT with a copy of the revenue guarantee**, subsidy, or financial incentive agreement between the Sponsor and Air Carrier(s), including the cost and revenue basis for the compensation required.
h. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
i. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within twelve (12) months** after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
j. Within **six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
k. At the sole option of DOT, funding may **terminate within six (6) months after execution of an agreement with an Air Carrier to provide the**

new air service described above if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.

l. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the **Air Carrier stops providing the agreed-upon service**, DOT will only provide reimbursement to the Sponsor for the actual service provided by the Air Carrier under the relevant agreement.

D. EXHIBITS

The following exhibits are attached to and are a part of this Grant Agreement. The Sponsor shall ensure compliance with all assurances and certifications made under these exhibits, and any amendments or modifications thereto.

Exhibit A	Grant Assurances
Exhibit B	Title VI Assurance
Exhibit C	Certification Regarding Influencing Activities
Exhibit D	Certification Regarding Drug-Free Workplace Requirements
Exhibit E	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Exhibit F	Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law
Exhibit G	Sponsor Policy to Ban Text Messaging While Driving
Exhibit H	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

E. ENTIRE AGREEMENT

This Grant Agreement constitutes the entire agreement of the Parties relating to the Small Community Air Service Development Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the Small Community Air Service Development Program and awards under that program for the Project.

F. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) **DOT Order 2026-9-1** in its entirety.

Grant Application: The complete document submitted **to DOT by the Community in Docket DOT-OST-2025-2316**, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Sponsor or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) (Pub. L. No. 106-181), reauthorized by Vision 100—The Century in Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95) as amended, the Disaster Tax Relief and Airports and Airway Extension Act of 2017 (Pub. L. No. 115-63), the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA 2018), and the FAA Reauthorization Act of 2024 (Pub. L. No. 118-63) (FAA 2024). The program is codified in Title 49 U.S.C. 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and sponsor that has been awarded a grant for the Grant Project and agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. 41743 and is subject to the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this 8th day of October, 2026.

(SEAL)

United States Department of Transportation

Brooke Chapman
Associate Director
Small Community Air Service Development Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Exhibits attached hereto and incorporated herein.

Executed this 29 day of September, 2026.

(SEAL)

Augusta Aviation Commission
Augusta, GA

By: _____
Signature of Sponsor's Designated Official Representative

Garnett L. Johnson
Printed Name

Mayor
Title

Attest: _____

Title: Clerk of Commission

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John P. Manton III, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of Georgia. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Exhibits, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

10-1-26
Date

John P Manton III
Printed or Typed Name

706-342-5559
Telephone

FY 2024 Augusta, GA

EXHIBIT A

GRANT ASSURANCES

Applicable Federal Laws and Regulations

By entering into this FY 2024 SCASDP Grant Agreement, the Sponsor assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this Grant Agreement include, but are not limited to, the following:

General Federal Legislation

a. Davis-Bacon Act – 40 U.S.C. 3141, et seq.
b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 – 54 U.S.C. 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
h. Clean Air Act – 42 U.S.C. 7401, et. seq.
i. Clean Water Act – 33 U.S.C. 1251, et seq.
j. Endangered Species Act – 16 U.S.C. 1531, et seq.
k. Coastal Zone Management Act – 16 U.S.C. 1451, et seq.
l. Flood Disaster Protection Act of 1973 – 42 U.S.C. 4001, et seq.
m. Age Discrimination Act of 1975, as amended – 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act – 42 U.S.C. 1996
o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
s. Section 403 of the Power Plant and Industrial Fuel Use Act of 1978, P.L. 95-620, as amended, – 42 U.S.C. 8373
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act – 16 U.S.C. 1271, et seq.
x. Single Audit Act of 1984 – 31 U.S.C. §§ 7501, et seq.
y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.

z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101–1104
dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1801, et seq.
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f through 300j-26
nn. The Wilderness Act – 16 U.S.C. 1131, et seq.
oo. Migratory Bird Treaty Act 16 U.S.C. 703, et seq.
pp. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A
rr. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 12372 – Intergovernmental Review of Federal Programs
b. Executive Order 12549 – Debarment and Suspension
c. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
d. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
e. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
f. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
g. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200 and 1201
b. System for Award Management and Universal Identified Requirements – Appendix

A to 2 C.F.R. Part 25

c. Reporting Subawards and Executive Compensation – Appendix A to 2 C.F.R. Part 170
d. Award Term for Trafficking in Persons – 2 C.F.R. Part 175
e. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180 and 1200
f. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
g. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
h. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
i. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
j. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
k. New Restrictions on Lobbying – 49 C.F.R. Part 20
l. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
m. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
n. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
o. Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 27
p. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
r. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
s. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
t. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
u. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement), including any amendments thereto

Specific assurances required to be included in this Grant Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B

TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Sponsor is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*), including any amendments thereto;
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sponsor hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Sponsor receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Sponsor, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Sponsor agrees with and gives the following Assurances with respect to its Federally assisted SCASDP discretionary grant program:

1. The Sponsor agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sponsor will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP discretionary grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "*The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Sponsor will insert the clauses of Appendix A and E of this Exhibit in every contract or agreement subject to the Acts and the Regulations.

4. The Sponsor will insert the clauses of Appendix B of this Exhibit, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

5. That where the Sponsor receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sponsor will include the clauses set forth in Appendix C and Appendix D of this Exhibit, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    a. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sponsor, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    a. the period during which the Sponsor retains ownership or possession of the property.

9. The Sponsor will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under

such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sponsor also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sponsor gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP discretionary grants program. This ASSURANCE is binding on the Sponsor, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP discretionary grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Sponsor or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Sponsor or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Sponsor will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Sponsor all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Sponsor and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Sponsor, its successors and assigns.

The Sponsor, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Sponsor will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*
(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Sponsor and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Sponsor will there upon revert to and vest in and become the absolute property of the Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. 324, *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended (49 USC 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (Pub. L. 100-209) (broadens the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities);
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, *et seq*) (prohibits you from discriminating because of sex in education programs or activities).

EXHIBIT C

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **CERTIFIES THAT**, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

A. The Sponsor **CERTIFIES THAT** it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Sponsor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying DOT in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sponsor *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

EXHIBIT E

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Sponsor **ASSURES AND CERTIFIES THAT**:

A. Instructions for Sponsor Certification

1. The Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

B. Instructions for Lower Tier Participant Certification

1. The prospective lower tier participant is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in the covered transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT F

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII of Division B of the Further Consolidated Appropriations Act, 2024 (Pub. L. 118-47; March 23, 2024), and anticipated for future appropriations acts, and as implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Sponsor therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

   (1) Certify whether the entity has a Tax Delinquency; and

   (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

   (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   (2) an entity provides an affirmative response to either certification in section 3; or

   (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

   (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

   (b) If a Participant provides an affirmative response to either certification in section 3, the Recipient shall notify the USDOT in writing of that affirmative response.

   (c) If the Recipient knows that a Participant's certification under section 3 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

   (1) require the SAM check in section 2;

   (2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT G

SPONSOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in
DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.3, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While
Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT H

REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS

This award term implements the Build America, Buy America Act (section 70914(a) of Pub. L. No. 117-58; November 15, 2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Sponsor shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Sponsor may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Primarily iron or steel" means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire,

plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

AUGUSTA REGIONAL AIRPORT

(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting Minutes
October 29, 2026
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members: **Commissioner Michael Cioffi; Commissioner Randy Sasser; Commissioner Larry Harris; Commissioner Charles Larke; Commissioner Kay Roland; Commissioner James Germany; Commissioner Dan Troutman; Commissioner Marshall McKnight; Commissioner Wilbert Barrett; Commissioner Davis Beman via Teams**

Absent: **Commissioner Ronic West; Commissioner William Fennoy**

Staff: **Mr. Herbert L. Judon, Jr.; Ms. Lauren Smith; Mr. Robert Kerr – Staff Attorney; Mr. Kenneth Hinkle; Mr. Stephen Hedden; Ms. Elizabeth Giles; Ms. Jennifer Humphrey; Ms. Diane Johnston; Ms. Catherine Highsmith; Mr. DeAndre Davis; Chief Beal**

Others: **Ms. Dana-Lynn McIntyre – Augusta Press; Mr. Robert Moore – Foth; Ms. Pamela Davison; Ms. Jennifer Carroll – Reimagined Parking; Mr. Edwin Scott – Mead & Hunt; Ms. Risa Bingham; Mr. Cedric Johnson**

CALL TO ORDER & PRAYER – Vice-*Chair Commissioner Michael Cioffi called the meeting to order at 10:04 a.m. and Commissioner Barrett offered prayer.*

Vice-Chair Commissioner Cioffi requested a motion to remove item II.A. Employee Highlight: Sergeant Valentine from the agenda due to illness and placed at the next meeting agenda.

I. AGENDA, MINUTES & CONSENT – Chairwoman Ronic West

A. October 29, 2026, Augusta Aviation Commission Meeting Agenda
Motion by Commissioner Sasser 2nd by Commissioner Larke to approve the amended October 29, 2026, Augusta Aviation Commission Meeting Agenda

Discussion; Unanimous Ayes; Motion Carries

B. September 24, 2026, Augusta Aviation Commission Meeting Minutes
Motion by Commissioner Barrett 2nd by Commissioner Roland to approve September 24, 2026, Augusta Aviation Commission Meeting Minutes
No Discussion; Unanimous Ayes; Motion Carries

C. August & September 2026 Statistics
Commissioner Troutman 2nd by Commissioner Sasser to accept August & September 2026 Statistics
No Discussion; Unanimous Ayes; Motion Carries

D. Consent Items
1. Director Action Requests – VI. A (Approved in Augusta Aviation Marketing Committee Meeting)
Mr. Germany requested to remove item VI. A from the consent agenda for further discussion.

II. EMPLOYEE RECOGNITION

A. Employee Highlight: Sergeant Valentine – Chief Beal
Moved to the next meeting agenda.

B. Diane Johnston Retirement – Mr. Judon
Mr. Judon spoke about Diane's journey at AGS.

III. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
Mr. Cioffi updated the Commission that the Marketing Committee voted on the updated Sponsorship & Charitable Contributions Policy – Amendment #5 with recommended amendments.

Commissioner West joined the meeting at 10:17a.m.

IV. FINANCIALS – Mr. Stephen Hedden

A. September Financials
Commissioner Troutman expressed concern regarding the past due balance from Orchid Island Aviation, Inc. and advised requiring a form of payment such as credit card for fuel purchases while collecting on the current balance. Mr. Sasser mentioned that placing a lien on the aircraft is an option.

Motion by Commissioner Troutman 2nd by Commissioner Barrett to accept the September Financials
No Discussion; Unanimous Ayes; Motion Carries

Commissioner Larke left the meeting at 10:29am

V. INFORMATION ITEMS – 2 minutes each

A. Operations Update – Mr. Kenneth Hinkle
1. *Parking during the Long-Term Lot A Construction is going well*
2. *General Aviation activity is picking up again due to Augusta National opening*
3. *NBAA Conference in Las Vegas was successful with networking; possibly 4 developers interested in AGS*

B. Communications Update – Ms. Lauren Smith
1. *Mr. Judon Interview with News Channel 12 WRDW*

2. *Air Dot Show Invitation to Atlanta Air Show this weekend, AGS Air Show dates April 24 – 25, 2027*
3. *November 13, 2026, Movie Night at AGS*
4. *December 12, 2026, Santa Fly-In and opportunity to sponsor children for the event*

C. Construction Update – Ms. Elizabeth Giles
1. *NetJets progress & NW Road Development going well*
2. *Long-term Lot A final paving scheduled for Monday, November 2, 2026, and then striping will begin*
3. *Mead & Hunt, working on the design for the next phase, will add approximately 150 more parking spots*
4. *SE apron expansion ready for closeout; working on design for the connectors*
5. *East side VIP encountered issues with city planning & review due to tree ordinance – AGS needs permanent exemption with the local ordinance requirements to help remove the hurdle from this and future projects; however, the project has been advertised and is in procurement – Mr. Judon stated he will ask Director Cameron with Augusta-Richmond County Planning & Development to put in writing that AGS shall be exempt from the tree ordinance.*

D. Business Update – Ms. Diane Johnston
1. *SCASD Grant; ORD service*
2. *NBAA, highlighting hangar & property, advertisement in Site Selection magazine, our website, AGS business page updated*
3. *Commission notified of the need for access road to the SE industrial area*

E. Public Safety Update – Chief Beal
1. *10% increase in call volume this year*
2. *ARFF apparatus, letter to proceed then moving forward*
3. *Foam transition complete and ahead of state mandates*

VI. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Sponsorship & Charitable Contributions Policy – Amendment #5 – Ms. Lauren Smith

Motion by Commissioner Harris 2nd by Commissioner Sasser to approve Sponsorship & Charitable Contributions Policy – Amendment #5 with recommended edits covered during the Marketing Committee Meeting

Discussion; 8 Ayes – Commissioner Germany voted Nay; Motion Carries

B. Augusta Regional Airport (AGS) – Security Camera Improvements (Bid #26-150) Amendment #1 to Work Authorization #24 – Ms. Elizabeth Giles

Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Security Camera Improvements (Bid #26-150) Amendment #1 to Work Authorization #24 as written with two contingencies: #1, provide a copy of the previous evaluation report by the firm out of Nashville [Herring Technology] to Mead & Hunt (whether it [the report by the firm from Nashville] is [used] scope-wise or not, at least they [Mead & Hunt] will have it) and #2, that this [Amendment #1 to WA #24] be considered enough work to get the maximum [functionality] we can out of the cameras and that we [the Augusta Aviation Commission] hear a plan B within 60 days of what we need to do to address the things that we have known about for a long time [regarding the new ARFF/MOC center and other deficiencies of the existing system].

Discussion; Unanimous Ayes; Motion Carries

Commissioner McKnight left the meeting.

C. Augusta Regional Airport (AGS) –– United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant Award Acceptance – Ms. Diane Johnston

Motion by Commissioner Troutman 2nd by Commissioner Roland to approve United States Department of Transportation (US DOT) Small Community Air Service Development (SCASD) Grant Award Acceptance

Discussion; Unanimous Ayes; Motion Carries
Mr. Troutman directed staff to notify US DOT of contact update within the contract due to Diane Johnston's retirement – Mr. Judon to notify/request contact update/change with US DOT contact.

D. Augusta Regional Airport (AGS) – Budget Inclusion to fund FY2027 Airport Salary Study Implementation – Mr. Herbert L. Judon, Jr.
Motion by Commissioner Harris 2nd by Commissioner Roland to approve Budget Inclusion to fund FY2027 Airport Salary Study Implementation – Commissioner Troutman stated the motion be clearly noted that the Augusta Aviation Commission is approving the recommendation and action from the July 30, 2026, Augusta Aviation Personnel Committee Meeting.
Discussion; Unanimous Ayes; Motion Carries

E. Augusta Regional Airport (AGS) – FY2027 Airport Salary Study Results, Methodology, & Implementation – Mr. Herbert L. Judon, Jr.
Motion by commissioner Barrett 2nd by Commissioner Roland to approve FY2027 Airport Salary Study Results, Methodology, & Implementation
Discussion; Unanimous Ayes; Motion Carries

VII. EXECUTIVE SESSION

Motion by Commissioner Sasser 2nd by Commissioner Harris at 11:50a.m. to enter Executive Session to discuss Potential Litigation, Real Estate & Personnel Matters.
No Discussion; Unanimous Ayes; Motion Carries

A. To Discuss Potential Litigation, Real Estate & Personnel Matters
Requested to remain in Executive Session: Airport Legal Counsel, Mr. Robert Kerr; Mr. Herbert L. Judon, Jr.

Motion by Commissioner Troutman 2nd by Commissioner Cioffi to exit Executive Session at 12:22p.m.
No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Troutman 2nd by Commissioner Cioffi to execute the Closed Meeting Affidavit
No Discussion; Unanimous Ayes; Motion Carries

VIII. COMMISSION COMMENTS / ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Proposed Ordinance Update – Ms. Ronic West/Mr. Herbert L. Judon, Jr.
Motion by Commissioner Sasser 2nd by Commissioner Harris to hold another workshop, which will be Workshop #7 scheduled for November 18, 2026, beginning at 8:00am and continuing after regularly scheduled business if needed.
Discussion; Unanimous Ayes; Motion Carries

B. 2027 Commission & Committee Selection Process – Nominating Committee – Ms. Ronic West
Discussion: January Augusta Aviation Commission Meeting Agenda will not have consent items from scheduled Committee meetings.
Per Commissioner Sasser, the Nominating Committee will be appointed during the November 18, 2026, Augusta Aviation Commission Meeting

C. November & December Augusta Aviation Commission Meeting Dates – Ms. Jennifer Humphrey
Potential November Meeting Date: November 19, 2026
Motion by Commissioner Troutman 2nd by Commissioner West to schedule the Augusta Aviation Commissioner Meeting November 18, 2026, regularly scheduled time.
Discussion; 6 Ayes Mr. Harris voted Nay; Motion on the Floor with continued discussion

Motion to reconsider by Commissioner Troutman 2nd by Commissioner Harris
Discussion; Unanimous Ayes; Motion Carries

Potential December Meeting Date: December 17, 2026
Motion by Commissioner Cioffi 2nd by Commissioner Sasser to schedule the Augusta Aviation Commissioner Meeting December 17, 2026, regularly scheduled time.
Discussion; Unanimous Ayes; Motion Carries

GENERAL DISCUSSION

ADJOURN MEETING

Motion to adjourn by Commissioner Harris 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion Carries

Meeting Adjourned at 12:50 p.m.

_____ **_____**

Ronic West Chairman **Date**
Augusta Aviation Commission

Note: Items within brackets [ ] are intended to clarify intent.

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000663	ARA BUSH	SCASD Program Grant Augusta Chicago

Grant is a Small Community Air Service Development Program (SCASDP) Grant from USDOT. Grant is to fund a minimum revenue guarantee and marketing support for service from Augusta to Chicago on American Airlines or United Airlines.
Cash Match - Y; 31.62% up to $370,000. $100,000 from Augusta Regional Airport, $200,000 from Augusta/Richmond Co. (approved at 4.28.2026 commission meeting), $50,000 from Columbia Co., $5,000 each from city of North Augusta, Augusta Metro Chamber, Columbia County Chamber, Aiken Chamber. Grant Assurances required.
Additional In-Kind Contribution from Airport of $310,181 in form of waived landing fees and terminal rent.

Start Date: 09/17/2026 **End Date:** 01/09/2032
Submit Date: 11/04/2026 **Department:** 081 Augusta Regional **Cash Match?** Y
Total Budgeted Amount: 1,170,000.00 **Total Funding Agency:** 800,000.00 **Total Cash Match:** 370,000.00

Sponsor: GM0013 US DOT
Sponsor Type: F Federal
Purpose: 19 Airport improvement **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	T38259	HEDDEN, STEPHEN A	706-826-4773

Approvals

Type	By	Date
FA	H. JUDON	11/06/2026

Dept. Signature: Herbert L. Judon Jr.
Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request

Finance Director — Date: 11/5/26

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request

Administrator — Date: 11/6/26

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Public.Services.Committee.Meeting

Meeting Date: 11/24/26

Augusta Regional Airport (AGS) & Daniel Field Airport (DNL) –

Augusta Regional Transportation Study (ARTS) Augusta Unified Planning Work Program Grant

---

Department: Augusta Regional Airport & Daniel Field Airport

Presenter: Herbert L. Judon, Jr., AGS Executive Director

Becky Shealy, DNL Manager

Caption: Augusta Regional Airport (AGS) & Daniel Field Airport (DNL) - Approve & execute the Augusta Regional Transportation Study (ARTS) Unified Planning Work Program Grant for Augusta Regional & Daniel Field Airports.

Background: Effective July 1, 2026, Georgia House Bill (HB) 1434 established new planning and regulatory requirements for public-use airports and local governments within their airport affected areas. The new regulatory requirements address height limitations of vertical objects within a certain area around airports, varying in distance and elevation based on Federal Aviation Administration (FAA) airspace requirements codified in 14 Code of Federal Regulations (CFR) Part 77. The Georgia Law (HB 1434) requires local government implementation no later than July 1, 2027. Failure to comply with this new law could result in up to a 3-year suspension of Local Maintenance and Improvement Grant (LMIG) funding, which for Augusta, Georgia is approximately $3 million in State FY2028.

Although HB 1434 addresses height limitations, it does not address land-use compatibility, a major concern for both airports. Augusta is in the process of updating its general city zoning ordinance. However, the update excludes both airports as well as the technical elements associated with Airport airspace and land use.

This grant funding will support activities associated with Augusta's compliance with HB1434 statutory requirements as well as producing updated and comprehensive zoning guidelines (and tools) designed to protect Airport airspace and discern compatible Airport land use.

Both airports, the Metropolitan Planning Organization (MPO), and the Augusta Planning and Development Department are collaboratively working together on this comprehensive Airport Zoning Ordinance (AZO) update.

Analysis: The AZO will provide both a draft Ordinance for MPO approval, as well as for Planning Commission and Augusta Commission consideration for adoption. This project will include a GIS Application with mapping overlays showing height limitations and land use compatibility for new development in the airport affected areas, as well as staff training and guides for decision making on new development proposals.

Financial Impact: The grant outlay will be $174,400 with a 20% local cost share of $43,600.

The two Airports will equally share the grant receipts ($109,000 each).

Alternatives: N/A

Recommendation: Approve & sign the ARTS Unified Planning Work Program grant for Augusta Regional & Daniel Field Airports.

Funds are available in the following accounts: Invoices will be submitted to the Augusta Planning & Development Department Org key/Object code: 220016309/5212999 in 2026 and 2027 budget.

REVIEWEDAND APPROVED BY: N/A

III. New Business

c. Recommend Approval of two (2) amendments to the FY 2027 Unified Planning Work Program (UPWP)

II. Task 3.2 Land Use Monitoring and Task 3.5 GIS Development and Application - Budget Amendment (Daniel Field Airport/ Augusta Regional Airport) presented by Lisa Cameron and Becky Shealy

-Pages 33-60

AUGUSTA REGIONAL AIRPORT

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21 October 2026

Mariah Harris, Strategic Planning Manager
Augusta Planning & Development-ARTS MPO
535 Telfair Street, 3rd Floor
Augusta, Georgia 30901
via email to *MHarris2@augustaga.gov*

Dear Mariah:

Effective July 1, 2026, Georgia House Bill 1434 (Act 457) established new planning and regulatory requirements for public-use airports and local governments within their Airport Affected Areas. Airport sponsors must identify their Airport Affected Areas and notify affected governing bodies by **January 1, 2027**. Affected governing bodies must subsequently adopt, administer, and enforce compliant regulations by **July 1, 2027**.

Following our recent discussion with ARTS, GDOT, and FHWA, we are requesting consideration of whether components of the planning work necessary to implement HB 1434 for Daniel Field Airport and Augusta Regional Airport may be eligible for funding through the ARTS Unified Planning Work Program (UPWP).

Land Use and Transportation Planning Connection

Although HB 1434 addresses public-use airports, its land use implications extend well beyond the operational and fenced areas of airport property. The Airport Affected Area is defined by the civil airport imaginary airspace surfaces rather than airport property boundaries, and airspace can extend three, five, and in some areas and some airports, up to 10 miles from a runway end. As a result, implementation requires affected local governments to evaluate and regulate land within surrounding communities, including areas containing existing and future development, roadways and transportation corridors, employment and commercial areas, neighborhoods, public facilities, and other community land uses.

This creates a direct need to understand the relationship among land use, development patterns, Airport Affected Areas, and the transportation network serving these areas. Implementation requires the integration of land use, zoning, development, airport, GIS, and transportation network data to identify where existing and future development intersects with airport compatibility considerations and transportation infrastructure.

For Daniel Field Airport and Augusta Regional Airport, this analysis would provide a more complete understanding of development conditions beyond airport property and how future land use decisions relate to airport access, surrounding roadway and transportation corridors, and the continued safe and efficient operation of these regional transportation facilities. The need is particularly regional for Augusta Regional Airport, where the Airport Affected Area extends across multiple governmental jurisdictions.

HB 1434 also establishes a direct connection to local transportation funding. Failure by an affected governing body to enact or enforce the required Airport Affected Area regulations may result in suspension of eligibility for GDOT Local Maintenance and Improvement Grant (LMIG) funding for up to three years or until compliance is achieved, for all Affected Governing Bodies, not only the Airport Sponsor. Timely implementation therefore has implications for both land use planning surrounding the airports and transportation funding available to affected jurisdictions.

Relationship to the ARTS UPWP

The proposed work appears to complement activities already programmed **within Work Element 3 – Transportation Data Collection and Analysis** of the ARTS UPWP, particularly:

- *Task 3.2 – Land Use Monitoring:* The proposed work would expand the collection, mapping, and analysis of land use and development information within the Airport Affected Areas, with particular emphasis on development outside airport property and its relationship to the surrounding transportation system.
- *Task 3.5 – GIS Development & Applications:* GIS would be used to integrate Airport Affected Area boundaries with land use, zoning, development, jurisdictional, roadway, and other transportation data to support transportation planning and analysis.

Potential UPWP Activities

Potential activities that could be undertaken through the UPWP include:

- *Airport Affected Area and Transportation Network Mapping* – Map the Airport Affected Areas in relation to jurisdictional boundaries, roadway networks, transportation corridors, existing and future land uses, development patterns, and other relevant community and transportation features.
- *Land Use and Development Pattern Analysis* – Collect and evaluate existing and future land use, zoning, development activity, and development patterns within the Airport Affected Areas, with particular emphasis on areas outside the fenced airport properties.

- *Land Use and Transportation Compatibility Analysis* – Evaluate the relationship between existing and anticipated development, the surrounding roadway and transportation network, airport access, protected airspace, and the continued safe and efficient operation of the airports.
- *Land Use, GIS and Transportation Data Integration* – Compile and integrate land use, zoning, development, Airport Affected Area, jurisdictional, and transportation network data from relevant local and regional sources to support GIS based analysis of development conditions and transportation relationships within the Airport Affected Areas.
- *Public and Stakeholder Engagement* – Conduct public meetings and stakeholder engagement focused on land use, development, and transportation conditions within the Airport Affected Areas and prepare maps, exhibits, and technical information to support public understanding and review.
- *Land Use and Transportation Planning Framework* – Use the mapping, data analysis, and planning findings to establish a coordinated framework for future land use and development decisions within the Airport Affected Areas, including consideration of their relationship to the surrounding transportation network and the requirements of HB 1434.

Collectively, these activities would expand upon the **land use monitoring, GIS development, mapping, transportation data analysis, and planning functions already contemplated within the ARTS UPWP**. The effort would apply those existing planning functions to areas **outside the airport properties**, where local land use and development decisions intersect with the transportation network and where HB 1434 places new planning and regulatory responsibilities on affected local governments.

Proposed Funding

Based on the anticipated scope of the land use, GIS, transportation network, public engagement, and implementation planning activities described above, the estimated total project cost is **$218,000.00**.

Funding Source	Amount	Share
Requested UPWP Funding	$175,000	80%
Augusta Local Contribution	$43,000	20%
Total Proposed Funding Request	**$218,000**	**100%**

We are requesting consideration of up to $175,000 in UPWP funding toward eligible planning activities. Augusta is prepared to provide $43,000 in local funding, resulting in the following proposed funding structure:

The proposed funding structure is intended to demonstrate Augusta's commitment to advancing this work within the statutory timeframe. We recognize that eligibility may vary among the proposed activities and welcome guidance regarding the appropriate UPWP funding mechanism, eligible activities, and applicable funding and match requirements.

Request for Consideration

We respectfully request consideration of whether some or all of the activities described above may be funded through the current ARTS UPWP, particularly through activities associated with Tasks 3.2 and 3.5, or whether the effort could appropriately be incorporated into the UPWP as a Special Transportation Study.

Given the January 1, 2027, and July 1, 2027, statutory deadlines established by HB 1434, we would appreciate guidance regarding the most appropriate UPWP mechanism and the process necessary to advance the work within that timeframe. Upon confirmation of the appropriate mechanism and eligible activities, a detailed scope, schedule, and budget can be developed in coordination with ARTS and GDOT.

Thank you for your consideration and guidance.

Regards,

DANIEL FIELD AIRPORT

Becky Shealy

Becky Shealy (Oct 22, 2026 13:48:07 EDT)

Rebecca Shealy, Airport Manager
rshealy@augustaga.gov

AUGUSTA REGIONAL AIRPORT

Herbert L. Judon, Jr.

Herbert L. Judon, Jr. (Oct 22, 2026 09:01:38 EDT)

Herbert Judon, Jr, Executive Director
hjudon@augustaga.gov

Unified Planning Work Program

FY 2027

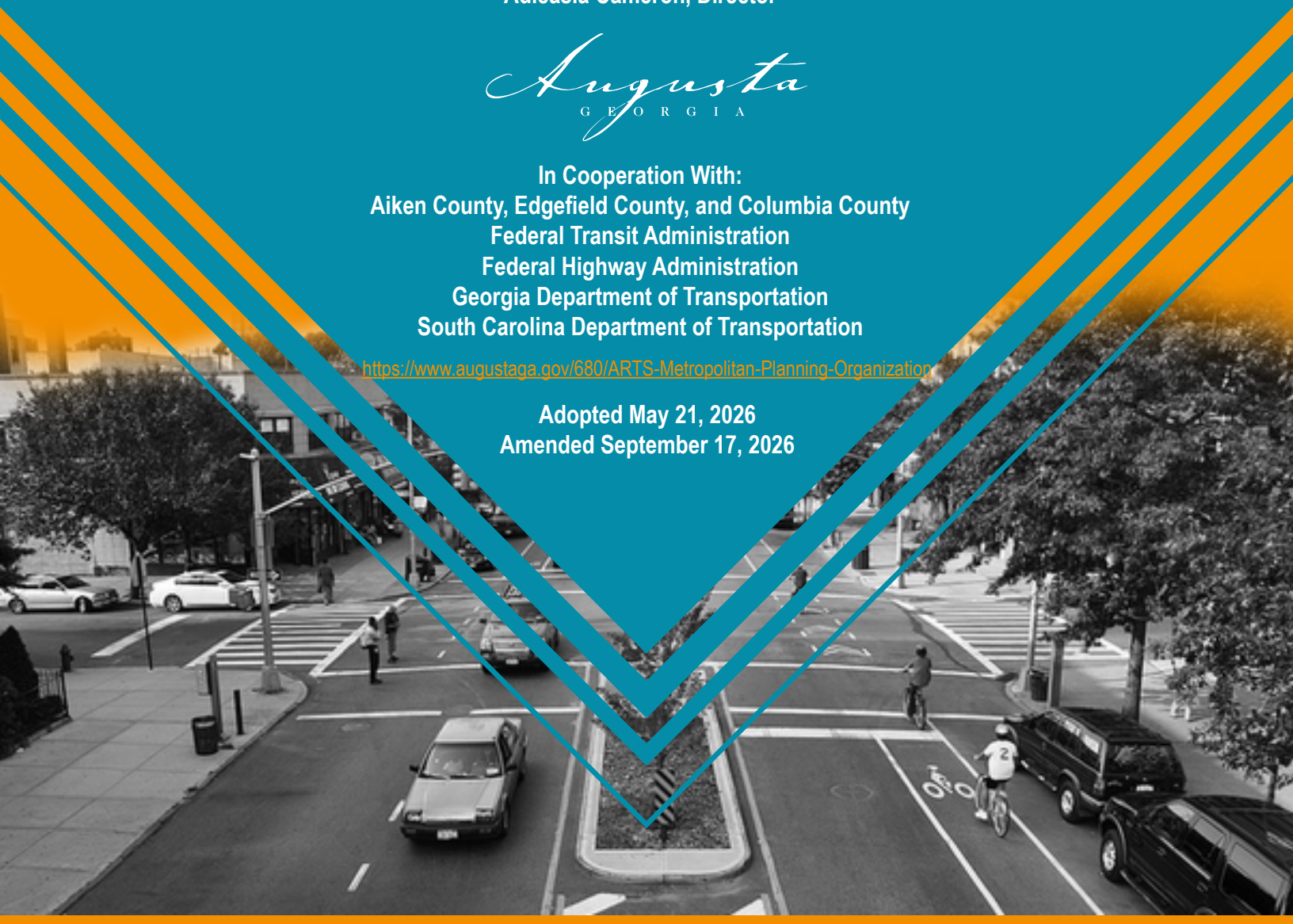
Prepared By:
Augusta Planning & Development Department
Adleasia Cameron, Director

Augusta
GEORGIA

In Cooperation With:
Aiken County, Edgefield County, and Columbia County
Federal Transit Administration
Federal Highway Administration
Georgia Department of Transportation
South Carolina Department of Transportation

https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization

Adopted May 21, 2026
Amended September 17, 2026



GAMPO Georgia Association of MPOs GDOT SCDOT Federal Transit Administ

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Work Schedule: July 1, 2026 - June 30, 2027

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	$50,400.00	$12,600.00	**$63,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTAL
FHWA (SC PL)	$0.00	$17,400.00	**$17,400.00**
ACPDD (SC PL Match)	$0.00	$4,350.00	**$4,350.00**
TOTAL	**$0.00**	**$21,750.00**	**$21,750.00**

TASK 1.3 - Unified Planning Work Program

Purpose: The Unified Planning Work Program (UPWP) defines all ARTS planning activities undertaken in any fiscal year. The UPWP identifies the various agencies that will perform each activity and determines sources of funding for study activities. This document is prepared in conformance with Federal regulations.

Activities involved in preparing the UPWP include a review of planning issues; the development of goals and objectives to address those issues; and the development of planning programs that coincide with the stated goals and objectives. The planning programs must be assigned to the proper study participants and funding must be secured.

Previous Work

1. FY 2027 UPWP was approved on May 22, 2026 (tentatively).
2. Tracked and documented UPWP work activities, budget, and expenses to produce PI 0021107-PLN Invoices 1-4 FY26 PL Contract reimbursement reports and performance reports.

FY 2027 Work Activities and Schedule: The following activities will be undertaken by the Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), and Lower Savannah Council of Governments (LSCOG) in developing the UPWP:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Modifications and amendments to the FY 2027 UPWP	As Needed
2. Start Draft of FY 2028 UPWP	September 2027
3. Complete Draft of FY 2028 UPWP	March 2027
4. Submit the draft to Federal, State, and Local agencies for comments	March 2027
5. Incorporate comments from reviewing agencies & other stakeholders	April 2027
6. E-mail revised Draft FY 2028 UPWP to state and federal agencies	May 2027
7. E-mail revised Draft FY 2028 UPWP to CAC/TCC/PC	May 2027
8. SC TCC endorses Final FY 2028 UPWP	April 2027
9. Policy Subcommittee endorses Final FY 2028 UPWP	May 2027
10. CAC /TCC endorses Final FY 2028 UPWP	May 2027
11. PC endorses Final FY 2028 UPWP	May 2027

ACTIVITIES	EXPECTED COMPLETION DATE
12. Complete Resolution of Final FY 2028 UPWP	May 2027
13. Endorsement by GDOT	May 2027
14. Endorsement by FHWA/FTA	June 2027
15. E-Mail Final FY 2028 UPWP to state and federal agencies	June 2027

Work Schedule: July 1, 2026 - June 30, 2027
Product(s): FY 2027 ARTS Unified Planning Work Program (UPWP)
COST ESTIMATES AND PROPOSED FUNDING SOURCES
Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$28,000.00~~	~~$7,000.00~~	~~**$35,000.00**~~
	$16,000.00	$4,000.00	**$20,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$800.00	$2,900.00	**$3,700.00**
ACPDD (SC PL Match)	$200.00	$725.00	**$925.00**
TOTAL	**$1,000.00**	**$3,625.00**	**$4,625.00**

WORK ELEMENT 2 – PUBLIC INVOLVEMENT

TASK 2.1 - Community Outreach/Education

Purpose: Provide information to ARTS participants and the public about the transportation planning process; respond to requests for information from the public; and foster valuable public input into all transportation plans, programs, and projects.

Public involvement is an integral part of the success of the regional transportation planning process. The ARTS Public Participation Plan was adopted by the Policy Committee on June 4, 2007, and amended on September 6, 2012, December 7, 2017, and July 22, 2021. The Plan guides community outreach, education, and public input into the regional transportation planning process. It also includes the steps to be taken to consult with other interested parties that have a stake in the transportation planning process. A variety of outreach and educational techniques are employed to obtain public input including, but not limited to, publicizing proposed changes to ARTS documents through multiple media platforms.

Previous Work

1. Distributed ARTS meeting agendas to stakeholders and all area media outlets.
2. Responded to requests for information/interviews from media outlets (print, TV, and radio).
3. Provided regular feedback to CAC on issues and concerns
4. Provided opportunities for public involvement for reviews and comments on amendments to the TIP, 2055 MTP, and Freight Plan per the procedures in the ARTS Public Participation Plan.
5. Published and distributed the ARTS newsletter.
6. Distributed ARTS information at other public meetings.
7. Updated the MPO website regularly with information on ARTS meetings, plans, and special studies.
8. Provided technical support to the TCAC of Augusta Transit.
9. Evaluated the effectiveness of existing public involvement techniques.
10. Responded to requests for information from the public and other stakeholders.
11. Developed a process to quantify public engagement strategies.
12. Completed 4 public meetings for the Regional Freight Plan.
13. Completed 3 public meetings for the 2055 MTP Update.
14. Completed 2 public meetings for the US 78 (Charleston Highway) Intersection Analysis
15. Completed 2 public meetings for the Ascauga Lake Road Corridor Study
16. Developed a new QR code and portal for citizens wanting to receive ARTS MPO updates and notices.
17. GA and SC public meetings and advertisements for the Congestion Management Process Update.

FY 2027 Work Activities and Schedule: During this program year, the MPO staff will implement the strategies in the ARTS Participation Plan. Anticipated public outreach opportunities include the following:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comment periods for amendments and the annual update of the TIP. Prepare meeting summaries and respond to public questions.	As Needed
2. ARTS Newsletter publication and dissemination.	Bi-Annually
3. Placement of ARTS MPO documents in local libraries in the study area as reference periodicals.	On-Going
4. Prepare public notices, flyers, press releases, and posters for public review /comment periods. Web site updates – Public meeting materials and Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects.	As Needed
5. Purchase of MPO promotional items for public engagement and involvement.	As Needed

ACTIVITIES	EXPECTED COMPLETION DATE
6. A 14 and 21-day public comment period to be advertised in the newspaper, Facebook, MPO Website, and Aiken County Website for the TIP Update.	August 2026

Work Schedule: July 1, 2026 - June 30, 2027

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
GEORGIA	~~$40,000.00~~ $24,000.00	~~$10,000.00~~ $6,000.00	~~**$50,000.00**~~ **$30,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$2,000.00	$23,200.00	**$25,200.00**
ACPDD (SC PL Match)	$500.00	$5,800.00	**$6,300.00**
TOTAL	**$2,500.00**	**$29,000.00**	**$31,500.00**

WORK ELEMENT 3 – TRANSPORTATION DATA COLLECTION AND ANALYSIS

TASK 3.1 - Socioeconomic Data/Disadvantaged Communities

Purpose: Maintain a comprehensive, current socioeconomic database for the transportation planning process. Activities under this work element will focus on maintaining and updating the socioeconomic data needed for the ARTS travel demand model and the provision of essential services to all under-served populations.

The socioeconomic characteristics used in the ARTS travel demand model will be updated and major land-use data will be analyzed to track changes to Traffic Analysis Zone (TAZ) centroids. Disadvantaged Communities (EC) data is used to assess the impact of transportation projects on all under-served populations. The basic socioeconomic data is aggregated at the traffic zone level. EJ data will be aggregated at the census tract level. The MPO, with assistance from Columbia County, Georgia, will continue to maintain the data for the Georgia portion of the study area. Aiken County and the LSCOG, with assistance from ARTS staff, will maintain the data for the South Carolina portion of the ARTS area. GDOT will continue to maintain the ARTS travel demand model.

Previous Work

1. Requested and compiled annual socioeconomic data estimates, at the county and pertinent city level.
2. Initiated developing a regional GIS database of available data resources for transportation planning.
3. Collected new business licenses, construction permits, and school enrollment data to track employment and retail/commercial and non-retail traffic generators.
4. Began data collection for the Travel Demand Model in preparation for the 2055 MTP.
5. Completed the 2055 Travel Demand Model Technical Report in coordination with GDOT and Modern Mobility Partners

FY 2027 Work Activities and Schedule: Activities under this work element focus on the socioeconomic data used and entered into the ARTS travel demand model.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Estimate the updated population and housing based on building permit data. Specific dates are July 1st and January 1st.	On-Going
2. Collect educational institution (i.e., school, college, etc.,) enrollment and employment figures and allocate them to TAZs.	March 2027
3. Collect the latest employment estimates and allocate them to TAZs based on known/observed trends.	April 2027
4. Compile the latest Median Household Income Level estimates at the TAZ level.	April 2027
5. Assess the impact of transportation projects on all under-served populations.	As Needed
6. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burden analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2027
7. Produce ARTS MPO Annual Growth Trends Report	April 2027
8. Modifications and data requests for the Travel Demand Model	As Needed

Work Schedule: July 1, 2026 - June 30, 2027

Product(s):

1. Annual Population and Land Development Growth Trends Report.
2. Updated Socioeconomic demographic data by TAZ for 2055 MTP Update

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$32,000.00~~ $16,000.00	~~$8,000.00~~ $4,000.00	~~**$40,000.00**~~ **$20,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$1,200.00	$3,480.00	**$4,680.00**
ACPDD (SC PL Match)	$300.00	$870.00	**$1,170.00**
TOTAL	**$1,500.00**	**$4,350.00**	**$5,850.00**

TASK 3.2 - Land Use Monitoring

Purpose: Maintain a current land use database for transportation planning processes. The land use information is useful in the annual update of socioeconomic estimates for the study areas.

Planning Factors

1. Increase the safety of the transportation system for motorized and non-motorized users;
2. Increase the security of the transportation system for motorized and non-motorized users;
3. Protect and enhance the environment; promote energy conservation; improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
4. Promote efficient system management and operation;
5. Emphasize the preservation of the existing transportation system; and,
6. Improve transportation system resiliency and reliability; reducing (or mitigating) the stormwater impacts of surface transportation.

Previous Work

1. Tracked changes in land use based on the review of subdivision plans, site plans, zoning cases, and building permit activity.
2. Updated socioeconomic data estimates.
3. Continued to compile and update a spatial data analysis for changes in current land use (rezoning), and certificates of occupancy for residential and commercial development.

FY 2027 Work Activities and Schedule: The activity under this work element will include an inventory of present land uses and an examination of future land use trends as necessary to integrate with the transportation planning process.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updated zoning and land use GIS data collected from regional partners. Previous year data archived.	January - March, 2027
2. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burdens analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2027
3. Consolidate data into a single regional land use GIS layer.	April 2027
4. Compile existing and planned land use, zoning, and development data within the Airport Affected Areas of Daniel Field Airport and Augusta Regional Airport.	June 30, 2027
5. Evaluate land use and development patterns in relation to airport operations, roadway networks, airport access, and surrounding transportation infrastructure.	June 30, 2027
6. Identify development trends and compatibility concerns and recommend strategies for incorporating airport considerations and HB 1434 requirements into local and regional planning processes.	June 30, 2027

Work Schedule: July 1, 2026 - June 30, 2027

Product(s)

1. GIS map shape files (all maintained in the transportation system database) and, the Augusta Data Enterprise.
2. Land use and transportation compatibility analysis.
3. Planning recommendations and implementation guidance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA(FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$24,000.00~~ $100,000.00	~~$6,000.00~~ $25,000.00	~~**$30,000.00**~~ **$125,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$0.00	$7,540.00	**$7,540.00**
ACPDD (SC PL Match)	$0.00	$1,885.00	**$1,885.00**
TOTAL	**$0.00**	**$9,425.00**	**$9,425.00**

TASK 3.5 - GIS Development & Applications

Purpose: Continue the development and maintenance of GIS data and ARTS websites in support of transportation planning activities.

Previous Work

1. Digital and hard-copy maps were created for use in transportation planning and analysis, internal and external meetings, and reports.
2. Existing geospatial and tabular data was updated and used to support performance-based planning related to all modes of travel, congestion management, land-use and transportation data monitoring, traffic safety, bicycle and pedestrian safety, and public transit.
3. Created new geospatial and tabular data to support planning and analysis.
4. Reorganization of the ARTS geodatabase commenced which will consolidate existing geospatial and tabular data into a single database while incorporating new data into the same location.
5. Updated existing ARTS transportation project online map.
6. Met with Augusta IT-GIS staff to discuss the creation of a new ARTS website which features new interactive online maps and dashboards.
7. Enhanced GIS knowledge by utilizing courses offered by ESRI.
8. Increased knowledge of census tools and data through webinars offered by the U.S. Census Bureau.
9. Assisted consultants with data needs for the 2055 MTP, Regional Freight Plan, and Travel Demand Model.

FY 2027 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Create maps for use in transportation planning and analysis.	On-Going
2. Continue redesign of ARTS geodatabase, which contains geospatial and tabular data necessary for mapping and analysis related to construction projects, congestion management, traffic safety, bicycle and pedestrian safety, public transit, freight, and socioeconomic studies.	On-Going
3. Update existing geospatial and tabular data as required for planning and analysis.	FY 2026
4. Create/collect new geospatial and tabular data as required for planning and analysis.	On-Going
5. Update existing geospatial and tabular data as required for planning and analysis.	On-Going
6. Update the existing ARTS transportation project online map.	As needed
7. Purchase computer equipment and software to support transportation planning functions and work tasks pending FHWA and DOT approval.	As needed
8. Compile and integrate GIS data on Airport Affected Areas, jurisdictional boundaries, land use, zoning, development, and transportation networks.	June 30, 2027
9. Map and analyze relationships among airport influence areas, surrounding development, roadway access, and transportation infrastructure to identify compatibility concerns.	June 30, 2027
10. Prepare maps, exhibits, and planning recommendations to support stakeholder coordination and incorporate Airport Affected Area considerations and HB 1434 requirements into local and regional planning and development review.	June 30, 2027

Work Schedule: July 1, 2026 - June 30, 2027

Product(s)

1. New and updated digital and hard-copy maps for use in the transportation planning process, internal and external meetings, and publications.
2. New and updated geospatial data in a redesigned geodatabase for use in transportation planning and analysis, including MTP and TIP project locations, CMP corridors, traffic safety, freight, and public transit.

3. New and updated socioeconomic data for use in transportation planning and analysis.
4. Redesigned website with new online maps and dashboards.
5. Update the ARTS transportation project interactive online map.
6. Airport Affected Area GIS maps and data.
7. Planning recommendations and implementation guidance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$36,000.00~~ $104,000.00	~~$9,000.00~~ $26,000.00	~~**$45,000.00**~~ **$130,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$0.00	$69,600.00	**$69,600.00**
ACPDD (SC PL Match)	$0.00	$17,400.00	**$17,400.00**
TOTAL	**$0.00**	**$87,000.00**	**$87,000.00**

WORK ELEMENT 4 - TRANSPORTATION SYSTEM PLANNING

TASK 4.1 – Metropolitan Transportation Plan

Purpose: Maintain updates of the ARTS MTP per transportation planning regulations.
The work activities and products in this work element will be coordinated with Work Elements: 2.1 Community Outreach, 3.3 Transportation Surveys, Model and Analysis, 3.5 - GIS Development and Applications, 4.2 - Congestion Management Process, 4.3- Intermodal Planning, and 6.1- Performance-Based Planning.

Previous Work:

1. Updating ARTS 2055 MTP based on amendments, performance targets, financial constraint analysis, and newly identified transportation projects and programs.
2. Procured consultant began updating the 2055 MTP based on recommendations in special studies such as corridor plans, and public transit plans completed during FY 2020 through FY 2024.
3. Staff continued to develop a regional transportation system GIS database to support all transportation planning work tasks.
4. Created a logo, website and survey for the 2055 MTP.

Completed stakeholder retreats and three public meetings in both Georgia and South Carolina for the 2055 MTP

FY 2027 Work Activities and Schedule: Any updates and amendments to the 2050 MTP for new transportation projects and/or funding will be considered at the appropriate time during FY 2026. The completion dates in the table below represent dates presented to ARTS PC for approval or adoption.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updates and amendments to the 2055 MTP for new transportation projects, Program of Projects (POP), funding and performance measures, and targets.	As Needed
2. Update Performance Measures to align with 2055 MTP Goals and Objectives.	As Needed
3. Update the List of Amendments and Administrative Modifications to MTP.	As Needed
4. Identify stakeholders with bicycle/active transportation interests.	On-Going

Responsible Agencies: Augusta Planning and Development Department (APDD)
COST ESTIMATES AND PROPOSED FUNDING SOURCES
Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$28,000.00~~ $8,000.00	~~$7,000.00~~ $2,000.00	~~**$35,000.00**~~ **$10,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$800.00	$6,960.00	**$7,760.00**
ACPDD (SC PL Match)	$200.00	$1,740.00	**$1,940.00**
TOTAL	**$1,000.00**	**$8,700.00**	**$9,700.00**

TASK 4.2 - Congestion Management Process

Purpose: To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

Previous Work:

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1st round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2nd round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.
7. CMP Contact Signatures for GAMPO contract March 2026
8. RFQ Development and Finalization April 2026.

FY 2027 Work Activities and Schedule: The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Metropolitan Transportation Plan to meet federal requirements related to the CMP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Consultant Selection via Procurement Process	July 2026 – December 2026
2. Consultant and MPO project management	January 2027 – January 2027
3. Consultant begins performing Scope of Work Tasks 1, 2 & 3: Task 1: Review and Conduct Assessment of the Existing CMP; Task 2: Research CMP Best Practices Task 3: Develop a Stakeholder and Public Outreach Approach	January 2027 – March 2027
4. Consultant begins performing Scope of Work Tasks 4 & 5 Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network Task 5: Analyze Traffic Congestion Problems and Needs	March 2027 – June 2027
5. Consultant begins performing Scope of Work Tasks 5, 6 & 7 Task 5: Analyze Traffic Congestion Problems and Needs Task 6: Review and Refine Goals and Objectives Task 7: Develop Multi-Modal Performance Measures	May 2027– September 2027
6. Consultant begins performing Scope of Work Tasks 8 & 9 Task 8: Review and Update Existing CMP Strategies Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	May 2027– September 2027
7. Public Meeting – Comment Period on CMP	September 2027 – December 2027
8. Consultant begins performing Scope of Work Tasks 10 Task 10: Develop CMP System Performance Monitoring Evaluation	September 2027 – December 2027
9. TCC & CAC Review and Adopt Final CMP	January 7, 2027
10. Policy Committee Review and Adopt Final CMP	January 22, 2027

11. Consultant submits final report and contract closeout	July 31, 2027

Work Schedule: July 1, 2026 – July 30, 2027
Product(s): Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	$200,000.00	$50,000.00	**$250,000.00**

SOUTH CAROLINA	ACPDD	TOTALS
ACPDD Match – GAMPO	$115,000.00	**$115,000.00**

Work Schedule: July 1, 2026 - June 30, 2027
Product(s): Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

COST ESTIMATES AND PROPOSED FUNDING SOURCES
Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$52,000.00~~ $16,000.00	~~$13,000.00~~ $4,000.00	~~**$65,000.00**~~ **$20,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$800.00	$4,640.00	**$5,440.00**
ACPDD (SC PL Match)	$200.00	$1,160.00	**$1,360.00**
TOTAL	**$1,000.00**	**$5,800.00**	**$6,800.00**

WORK ELEMENT 6 – PERFORMANCE-BASED PLANNING

TASK 6.1 - Performance-Based Planning

Purpose: PBPP refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. PBPP attempts to ensure that transportation investment decisions are made – in both the long-term MTP and short-term TIP programming of projects – based on MPO goals and objectives for improving the overall transportation system. The work activities and products in this work element will be coordinated with Work Elements: 2.1- Community Outreach; 3.3- Transportation Surveys; Models and Analysis; 3.5- GIS Development and Applications; 4.1- Metropolitan Transportation Plan; 4.2- Congestion Management Process, 4.3- Intermodal Planning; and. 5.4- Transportation Improvement Program.

The FAST Act established performance measures in seven (7) areas:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Mobility and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

Furthermore, the FAST Act established performance measures for Public Transit, such as the Transit Asset Management Plan (49 USC Section 625) and the Public Transportation Agency Safety Plan (49 USC Section 5329).

Previous Work

1. ARTS staff worked with Richmond and Columbia Counties to identify traffic data and travel time data from the Intelligent Transportation System (ITS) and NPMRDS and HERE datasets.
2. ARTS staff worked with AT to identify transit system performance data that will be utilized to develop performance measures related to public transit operations.
3. Adoption of FY 2026 Safety Measures from GDOT and SCDOT.
4. Adoption of the 2024 SCDOT STAMP System Performance Report and inclusion in the ARTS 2050 MTP - ADDED
5. Updated Safety Performance Narrative in the ARTS-SC FY 2024-2033 TIP – ADDED
6. Adoption of FY 2026 Safety Measures from GDOT and SCDOT.

FY 2027 Work Activities and Schedule: The ARTS MPO intends to develop a performance assessment process that encompasses the federally set performance metrics, performance measurements required as part of the CMP, and other, locally relevant performance metrics. The MPO's goal is to develop a system whereby projects will be directly evaluated to determine their effectiveness at meeting regional goals.

ACTIVITIES	EXPECTED COMPLETION DATE
1. State targets reported in baseline report from National Highway System (NHS) & FHWA.	October 2026
2. 2026 South Carolina Safety Performance Measure Targets adopted by SC TCC	October 1, 2025
3. 2026 South Carolina Safety Performance Measure Targets adopted by Policy Subcommittee	November 6, 2025
4. 2026 Georgia and South Carolina Safety Performance Measure Targets adopted by CAC & TCC	Novemebr 5, 2025

ACTIVITIES	EXPECTED COMPL DATE
5. 2026 Gerogia and South Carolina Safety Performance Measure targets adopted by Policy Committee	November 20, 2025
6. TAM Performance Measure elements adopted by SC TCC on 10/22/2025	October 22, 2025
7. TAM Performance Measure elements adopted by Policy Subcommittee on 11/6/2025	November 6, 2025
8. TAM Performance Measure elements added to TIP/MTP after 3/2027; adopted by CAC and TCC.	March 2027
9. Include TAM Performance Measure elements in TIP/MTP after 3/2023; adopted by PC.	March 2027
10. MPO executes updated planning agreements – SCDOT.	January – March 20, 2027
11. TAM - Submit Asset Inventory and Condition Report to NTD.	January 31, 2027
12. Pavement, Bridge, System Performance, and Freight – MPO 4-year targets due to GDOT and SCDOT if necessary.	April - June 30, 2027
13. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 10/2025, adopted by SC TCC.	January 2027
14. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 11/2025, adopted by Policy Subcommittee.	February 2026
15. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 9/2026, adopted by CAC and TCC if necessary.	June 30, 2027
16. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 09/2026, adopted by PC if necessary.	June 30, 2027
17. 2027 South Carolina Safety Performance Measure Targets adopted by SC TCC	October 7, 2026
18. 2027 South Carolina Safety Performance Measure Targets adopted by Policy Subcommittee	November 5, 2026
19. 2027 Georgia and South Carolina Safety Performance Measure Targets adopted by CAC & TCC	November 4, 2026
20. 2027 Georgia and South Carolina Safety Performance Measure Targets adopted by Policy Committee	November 19, 2026
21. Collection, editing, and processing of data for performance measures occurs concurrently with other deliverables: CMS, and Intersection and Traffic Crash Analysis Report.	Data collected throughout FY 2027
22. Collection and editing of data resources from Federal and state data. Dates are subject to change based on data release dates. National Highway Performance Monitoring System (NHPMS) releases data around October for the previous year.	Data collected throughout FY 2027
23. Yearly update of Performance Measures with 2050 MTP Goals and objectives. Develop draft Performance Measures Data Matrix, Methodology Summary Report.	February 2027
24. Coordinate and collaborate with FHWA, FTA, GDOT, SCDOT, and ARTS MPO Committees methodology for data analysis and target setting process.	On-Going
25. Present GDOT and SCDOT Safety Measures and targets to ARTS MPO committees for approval and adoption by PC.	January 2027
26. Update documentation of Data collection methodology and final performance measures and targets in coordination with ARTS MPO committees, GDOT, and SCDOT.	On-Going
27. Public review and comment on performance measures and targets.	As Needed
28. ARTS Traffic Safety Improvement Report Semi-Annual Update.	December 2026
29. Development and adoption of the 2026 SC System Performance Report (SPR) and inclusion in the 2055 MTP	March 2027
30. Development and adoption of the 2026 GA System Performance Report (SPR)	March 2027

Product(s): Updated Performance Measures and Goals Matrix for each transportation mode, highway, freight, transit, bike and pedestrian, traffic safety, and congestion.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$28,000.00~~ $8,000.00	~~$7,000.00~~ $2,000.00	~~**$35,000.00**~~ **$10,000.00**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$0.00	$13,920.00	**$13,920.00**
ACPDD (SC PL Match)	$0.00	$3,480.00	**$3,480.00**
TOTAL	**$0.00**	**$17,400.00**	**$17,400.00**

WORK ELEMENT 7 – TRANSPORTATION IMPROVEMENT PROGRAM

TASK 7.1 - Transportation Improvement Program (TIP)

Purpose: Update the ARTS TIP in conformance with Federal regulations.

This work element involves the annual update of the TIP. The TIP covers a four-year programming period in the Georgia part of the study area and ten years on the South Carolina side. Updates involve the removal of projects that have advanced to construction; the development, or update of project descriptions or cost estimates; and the prioritization of projects. The TIP is developed with public input and is coordinated with other transportation providers. Documentation of the effort is submitted for review and adoption by ARTS committees and goes through a public involvement process.

***Previous Work*:**

1. The ARTS FY 2027-2030 (GA) & FY 2027-2036 (SC) TIP was updated based on amendments and administrative modifications during the previous fiscal year.
2. FY 2026 Call for Projects.
3. Carryover Unobligated Funds Call for Projects.

FY 2026 Work Activities and Schedule: TIP updates and amendments will be integrated with work element 6.1-Performance-Based Planning.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comments on FY 2027-2030 (GA) & FY 2027-2036 (SC) TIP Amendments	On-Going
2. Update List of Administrative Modifications and Amendments to FY 2027-2030 (GA) & FY 2027-2036 (SC) TIP	On-Going
3. Solicitation of Transportation Alternatives (TA) Set-aside grant, Surface Transportation Block Grant, and Carbon Reduction applications for Annual Call for Projects	As Needed
4.	
5. MPO/COG TIP Update Window/Check-in Meetings with SCDOT	March 2026 – February 2027
6. Review South Carolina local jurisdictions' priority project recommendations	June 2026
7. Special Called SC TCC Meeting to review staff recommendations – Draft FY 2027-2036 TIP	August 2026
8. Draft sent to SCDOT and FHWA-SC for review and comment	August 2026
9. SC TCC endorse South Carolina Draft FY 2027–2036 TIP	October 7, 2026
10. Policy Subcommittee endorse South Carolina Draft FY 2027-2036 TIP	November 5, 2026
11. CAC & TCC ensrose South Carolina Draft FY 2027-2036 TIP	November 4, 2026
12. Policy Committee endorse South Carolina Draft FY 2027-2036 TIP	November 19, 2026
13. 21-day public comment period for South Carolina Drat FY 2027-2036 TIP	November 24 - December 15, 2026
14. Prepare FY 2027 -2030 TIP Document general language and Financials	January -September 2026
15. FY 2027 -2030 official financial documentation and allocations from GDOT	March -May 2026
16. FY 2027 – 2030 official financial documentation and allocations from SCDOT	May – July 2026
17. Draft sent to GDOT, SCDOT, FHWA, and FTA for review and comment	June 2026
18. CAC/TCC endorse Draft FY 2027- 2030 TIP	July 2026
19. PC endorses Draft FY 2027- 2030 TIP	July 2026
20. Final sent to GDOT, SCDOT, FHWA, and FTA for review and comment	July 2026
21. Public Comment period and meetings	August 2026

ACTIVITIES	EXPECTED COMPLETION DATE
22. Approval of the FY 2027- 2030 TIP by the CAC/TCC	September 2026
23. Approval of the FY 2027- 2030 TIP by the PC	September 2026
24. Final sent to SCDOT and FHWA-SC for review and comment	December 2026
25. Final sent to SC TCC and Policy Subcommittee for review and comment	December 2026
26. Approval of the FY 2027-2036 TIP by the CAC/TCC	January 2027
27. Approival of the FY 2027-2036 TIP by the Policy Committee	January 2027

Product(s):

1. Adopted ARTS FY 2027-2030 (GA) & FY 2027-2036 (SC) TIP
2. Updated ARTS Transportation Improvement Program (TIP).
3. Updated GIS Interactive online map MTP/TIP Maps and GIS attribute database.
4. FY 2027 Call for Projects

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	~~$62,275.00~~ $38,275.00	~~$15,568.75~~ $9,568.75	~~**$77,843.75**~~ **$47,843.75**

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	$1,600.00	$7,540.00	**$9,140.00**
ACPDD (SC PL Match)	$400.00	$1,885.00	**$2,285.00**
TOTAL	**$2,000.00**	**$9,425.00**	**$11,425.00**

FY 2027 UPWP BUDGET

Figure 3 - FY 2027 UPWP Budget

FIGURE 3	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							COLUMBIA COUNTY ENGINEERING AND PLANNING		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		AIKEN PLANNING & DEVELOPMENT		AUGUSTA TRANSIT		TOTAL
ARTS FY 2027 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 10/20/2026	FHWA GA PL	APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 FUNDS	SEC 5303 GA STATE MATCH	SEC 5303 APDD MATCH		CCBOC MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 SC PL	SEC 5303 LSCOG MATCH	FHWA SC PL	NAPDD MATCH	FHWA SC PL	NAPDD MATCH	FTA SEC 5307	AT MATCH	
1.1 Program Coordination/Administration	$52,000.00	$13,000.00	$6,000.00	$1,500.00	$ -	$ -	$ -	$ -	$ -	$111,940.00	$27,985.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$212,425.00
1.2 Training/Employee Education	$50,400.00	$12,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$17,400.00	$4,350.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$84,750.00
1.3 UPWP	$16,000.00	$4,000.00	$800.00	$200.00	$ -	$ -	$ -	$ -	$ -	$2,900.00	$725.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$24,625.00
Subtotal: Program Administration	**$118,400.00**	**$29,600.00**	**$6,800.00**	**$1,700.00**	**$ -**	**$ -**	**$ -**	**$ -**		**$132,240.00**	**$33,060.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$321,800.00**
2.1 Community Outreach / Education	$24,000.00	$6,000.00	$2,000.00	$500.00	$ -	$ -	$ -	$ -	$ -	$23,200.00	$5,800.00	$ -	$ -	$ -	$ -	$ -	$ -			$61,500.00
Subtotal: Public Involvement	**$24,000.00**	**$6,000.00**	**$2,000.00**	**$500.00**	**$ -**	**$ -**	**$ -**	**$ -**		**$23,200.00**	**$5,800.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$61,500.00**
3.1 Underserved Communities & Socioeconomic Data	$16,000.00	$4,000.00	$1,200.00	$300.00	$ -	$ -	$ -	$ -	$ -	$3,480.00	$870.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$25,850.00
3.2 Land Use Monitoring	$100,000.00	$25,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$7,540.00	$1,885.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$134,425.00
3.3 Transportation Surveys, Models & Analysis	$28,000.00	$7,000.00	$400.00	$100.00	$ -	$ -	$ -	$ -	$ -	$5,220.00	$1,305.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$42,025.00
3.4 Disadvantaged Communities / Title VI	$16,000.00	$4,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$3,480.00	$870.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$24,350.00
3.5 GIS Development & Applications	$104,000.00	$26,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$69,600.00	$17,400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$217,000.00
Subtotal: Data Collection/ Analysis	**$264,000.00**	**$66,000.00**	**$1,600.00**	**$400.00**	**$ -**	**$ -**	**$ -**	**$ -**		**$89,320.00**	**$22,330.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$443,650.00**
4.1 Metropolitan Transportation Plan	$8,000.00	$2,000.00	$800.00	$200.00	$ -	$ -	$ -	$ -	$ -	$6,960.00	$1,740.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$19,700.00
4.2 Congestion Management	$16,000.00	$4,000.00	$800.00	$200.00	$ -	$ -	$ -	$ -	$ -	$4,640.00	$1,160.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$26,800.00
4.3 Intermodal Planning	$16,000.00	$4,000.00	$400.00	$100.00	$ -	$ -	$ -	$ -	$ -	$4,640.00	$1,160.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$26,300.00
4.4 Air Quality Issues	$16,000.00	$4,000.00	$1,600.00	$400.00	$ -	$ -	$ -	$ -	$ -	$5,220.00	$1,305.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$28,525.00
4.5 Complete Streets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,692.00	$ 7,423.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$37,115.00
Subtotal: Transportation System Planning	**$56,000.00**	**$14,000.00**	**$3,600.00**	**$900.00**	**$ -**	**$ -**	**$ -**	**$ -**		**$51,152.00**	**$12,788.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$138,440.00**
5.1 North Augusta Unified Transportation Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$80,000.00	$20,000.00	$ -	$ -	$ -	$100,000.00
5.2 US 1 Gateway Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	$ -	$ -		$80,000.00	$10,000.00	$ -	$ -	$ -	$100,000.00
5.3 Five Notch Corridor Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$80,000.00	$20,000.00	$ -	$ -	$ -	$100,000.00
5.4 Ascauga Lake Road Corridor Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 160,000.00	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$200,000.00
5.5 Pine Log Corridor Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 160,000.00	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$200,000.00
5.6 Edgefield Highway Corridor Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 160,000.00	$ 40,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$200,000.00
5.7 Microtransit Feasibility Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000.00	$ 10,000.00	$ -	$ -	$50,000.00
5.8 Bettis Academy Road Traffic Analysis	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 48,000.00	$ 12,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$60,000.00
5.9 Comprehensive Operational Analysis (COA)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 240,000.00	$ 60,000.00	$300,000.00
Subtotal: Special Transportation Studies	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$528,000.00**	**$142,000.00**	**$ -**	**$ -**	**$240,000.00**	**$ 50,000.00**	**$40,000.00**	**$ 10,000.00**	**$ 240,000.00**	**$ 60,000.00**	**$1,310,000.00**
6.1 Performance Based Planning	$8,000.00	$2,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$13,920.00	$3,480.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$27,400.00
Subtotal: Performance Based Planning	**$8,000.00**	**$2,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$13,920.00**	**$3,480.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$27,400.00**
7.1 Transportation Improvement Program	$38,275.00	$9,568.75	$1,600.00	$400.00	$ -	$ -	$ -	$ -	$ -	$7,540.00	$1,885.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$59,268.75
Subtotal: Transportation Improvement Program	**$38,275.00**	**$9,568.75**	**$1,600.00**	**$400.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$7,540.00**	**$1,885.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$59,268.75**
8.1 Program Support and Administration	$ -	$ -	$ -	$ -	$61,928.00	$7,741.00	$7,741.00	$ -	$ -	$ -	$ -	$26,040.00	$6,510.00	$ -	$ -	$ -	$ -	$ -	$ -	$109,960.00
8.2 Long-Range Transportation Planning	$ -	$ -	$ -	$ -	$68,000.00	$8,500.00	$8,500.00	$ -	$ -	$ -	$ -	$2,000.00	$500.00	$ -	$ -	$ -	$ -	$ -	$ -	$87,500.00
8.3 Short -Range Transportation Planning	$ -	$ -	$ -	$ -	$32,800.00	$4,100.00	$4,100.00	$ -	$ -	$ -	$ -	$15,960.00	$3,990.00	$ -	$ -	$ -	$ -	$ -	$ -	$60,950.00
8.4 Transportation Improvement Program	$ -	$ -	$ -	$ -	$47,200.00	$5,900.00	$5,900.00	$ -	$ -	$ -	$ -	$4,000.00	$1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$64,000.00
Subtotal: FY 2027 Public Transit/Paratransit	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$ 209,928.00**	**$ 26,241.00**	**$ 26,241.00**	**$ -**	**$ -**	**$0.00**	**$0.00**	**$ 48,000.00**	**$ 12,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$322,410.00**
8.1 Program Support and Administration	$ -	$ -	$ -	$ -	$75,200.00	$9,400.00	$9,400.00	$ -	$ -	$ -	$ -	$26,040.00	$6,510.00	$ -	$ -	$ -	$ -	$ -	$ -	$126,550.00
8.2 Long-Range Transportation Planning	$ -	$ -	$ -	$ -	$70,714.40	$8,839.30	$8,839.30	$ -	$ -	$ -	$ -	$2,000.00	$500.00	$ -	$ -	$ -	$ -	$ -	$ -	$90,893.00
8.3 Short -Range Transportation Planning	$ -	$ -	$ -	$ -	$36,000.00	$4,500.00	$4,500.00	$ -	$ -	$ -	$ -	$15,960.00	$3,990.00	$ -	$ -	$ -	$ -	$ -	$ -	$64,950.00
8.4 Transportation Improvement Program	$ -	$ -	$ -	$ -	$35,200.00	$4,400.00	$4,400.00	$ -	$ -	$ -	$ -	$4,000.00	$1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$49,000.00
Subtotal: FY 2028 Public Transit/Paratransit	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$ 217,114.40**	**$ 27,139.30**	**$ 27,139.30**	**$ -**	**$ -**	**$0.00**	**$0.00**	**$ 48,000.00**	**$ 12,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$331,393.00**
SUBTOTAL: FY 2027 MPO PL & Local Match	**$508,675.00**	**$127,168.75**	**$15,600.00**	**$3,900.00**	**$427,042.40**	**$53,380.30**	**$53,380.30**	**$0.00**	**$0.00**	**$845,372.00**	**$221,343.00**	**$48,000.00**	**$12,000.00**	**$240,000.00**	**$50,000.00**	**$40,000.00**	**$10,000.00**	**$240,000.00**	**$60,000.00**	**$2,955,861.75**
4.2 Congestion Management Process Update	$ 200,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,000.00	$ 23,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$365,000.00
4.5 Safe and Accessible (Y410) Complete Streets	$13,042.97	$0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$13,042.97
SUBTOTAL: FY 2027 GAMPO PL & Local Match	**$213,042.97**	**$50,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$92,000.00**	**$23,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$378,042.97**
N/A Wrightsboro Road Corridor Study	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 280,000.00	$ 70,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$350,000.00
SUBTOTAL: FY 2027 UNFUNDED PROJECTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 280,000.00**	**$ 70,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$350,000.00**
GRAND TOTAL: FY 2027 MPO PL & Local Match w/ FY 2027 GAMPO PL & Local Match and Unfunded Projects	**$721,717.97**	**$177,168.75**	**$15,600.00**	**$3,900.00**	**$427,042.40**	**$53,380.30**	**$53,380.30**	**$280,000.00**	**$70,000.00**	**$937,372.00**	**$244,343.00**	**$48,000.00**	**$12,000.00**	**$240,000.00**	**$50,000.00**	**$40,000.00**	**$10,000.00**	**$240,000.00**	**$60,000.00**	**$3,683,904.72**

APPENDIX D – FY 2027 UPWP MODIFICATIONS & AMENDMENTS

DATE	MOD/AMENDMENT	DESCRIPTION	PAGE
9/17/2026	Amendment	Addition of the 2028 FTA 5303 Deliverables and Funding	54 & 62

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AUGUSTA REGIONAL TRANSPORTATION STUDY
535 Telfair Street • Suite 300 Augusta, Georgia 30901

AUGUSTA REGIONAL TRANSPORTATION STUDY
RESOLUTION OF THE POLICY COMMITTEE
ADOPTION OF THE AMENDMENT TO THE FY 2027 UNIFIED PLANNING WORK PROGRAM (UPWP)
(TASKS 3.2 AND TASKS 3.5 DANIEL FIELD AIRPORT/ AUGUSTA REGIONAL AIRPORT)

WHEREAS, in accordance with the joint Federal Transit Administration - Federal Highway Administration regulations on urban transportation planning (23 CFR Parts 420 and 450, and 49 CFR Part 613), a Unified Planning Work Program is required to be developed and amended as necessary; and

WHEREAS, the Governors of Georgia and South Carolina have designated the Augusta Planning and Development Department as the Metropolitan Planning Organization (MPO) for the Augusta Regional Transportation Study; and

WHEREAS, it is the objective of the Augusta Regional Transportation Study, hereinafter referred to as ARTS, to maintain a comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the Unified Planning Work Program is an annual element of the ARTS process which outlines the transportation-related and other planning projects to be undertaken during the forthcoming fiscal year; and

WHEREAS, the MPO has identified the need to amend the 2027 UPWP to include the following budget transfers and responsible agencies; and

WHEREAS, the ARTS Policy Committees on November 19, 2026, approved the Augusta Regional Transportation Study amendment to the FY 2027 Unified Planning Work Program to include the additional deliverables and funding to assist the Daniel Field Airport and Augusta Regional Airport with Land Use Monitoring and GIS Development & Applications; and

NOW THEREFORE BE IT RESOLVED, ARTS Policy Committee hereby approves the adoption of the amendment to the FY 2027 UPWP and budget, and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

FY 2027 UPWP Budget Amendment				
Task #	**Category**	**Current Budget**	**Proposed Budget**	**Difference**
1.3	UPWP	$35,000.00	$20,000.00	**-$15,000.00**
2.1	Community Outreach / Education	$50,000.00	$30,000.00	**-$20,000.00**
3.1	Environmental Justice & Socioeconomic Data	$40,000.00	$20,000.00	**-$20,000.00**
3.2	Land Use Monitoring	$40,000.00	$125,000.00	**+$85,000.00**
3.5	GIS Development & Applications	$45,000.00	$130,000.00	**+$85,000.00**
4.1	Long Range Plan	$35,000.00	$10,000.00	**-$25,000.00**
4.2	Congestion Management	$65,000.00	$20,000.00	**-$45,000.00**
6.1	Performance-Based Planning	$35,000.00	$10,000.00	**-$25,000.00**
7.1	Transportation Improvement Plan	$77,843.75	$47,843.75	**-$30,000.00**

TASK 3.2 - Land Use Monitoring (Added Work Activities)

- Compile existing and planned land use, zoning, and development data within the Airport Affected Areas of Daniel Field Airport and Augusta Regional Airport.
- Evaluate land use and development patterns in relation to airport operations, roadway networks, airport access, and surrounding transportation infrastructure.

- Identify development trends and compatibility concerns and recommend strategies for incorporating airport considerations and HB 1434 requirements into local and regional planning processes.

Deliverables

Land use and transportation compatibility analysis.
Planning recommendations and implementation guidance.

TASK 3.5 - GIS Development & Applications (Added Work Activities)

- Compile and integrate GIS data on Airport Affected Areas, jurisdictional boundaries, land use, zoning, development, and transportation networks
- Map and analyze relationships among airport influence areas, surrounding development, roadway access, and transportation infrastructure to identify compatibility concerns.
- Prepare maps, exhibits, and planning recommendations to support stakeholder coordination and incorporate Airport Affected Area considerations and HB 1434 requirements into local and regional planning and development review.

Deliverables

Airport Affected Area GIS maps and data.
Planning recommendations and implementation guidance.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee meeting held on November 19, 2026.

Sign_____ _____
Date

Print_____,
MPO Director

Sign_____ _____
Date

Print_____,
MPO Chairman

AUGUSTA REGIONAL AIRPORT

(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

21 October 2026

Mariah Harris, Strategic Planning Manager
Augusta Planning & Development-ARTS MPO
535 Telfair Street, 3rd Floor
Augusta, Georgia 30901
via email to MHarris2@augustaga.gov

Dear Mariah:

Effective July 1, 2026, Georgia House Bill 1434 (Act 457) established new planning and regulatory requirements for public-use airports and local governments within their Airport Affected Areas. Airport sponsors must identify their Airport Affected Areas and notify affected governing bodies by **January 1, 2027**. Affected governing bodies must subsequently adopt, administer, and enforce compliant regulations by **July 1, 2027**.

Following our recent discussion with ARTS, GDOT, and FHWA, we are requesting consideration of whether components of the planning work necessary to implement HB 1434 for Daniel Field Airport and Augusta Regional Airport may be eligible for funding through the ARTS Unified Planning Work Program (UPWP).

Land Use and Transportation Planning Connection

Although HB 1434 addresses public-use airports, its land use implications extend well beyond the operational and fenced areas of airport property. The Airport Affected Area is defined by the civil airport imaginary airspace surfaces rather than airport property boundaries, and airspace can extend three, five, and in some areas and some airports, up to 10 miles from a runway end. As a result, implementation requires affected local governments to evaluate and regulate land within surrounding communities, including areas containing existing and future development, roadways and transportation corridors, employment and commercial areas, neighborhoods, public facilities, and other community land uses.

This creates a direct need to understand the relationship among land use, development patterns, Airport Affected Areas, and the transportation network serving these areas. Implementation requires the integration of land use, zoning, development, airport, GIS, and transportation network data to identify where existing and future development intersects with airport compatibility considerations and transportation infrastructure.

For Daniel Field Airport and Augusta Regional Airport, this analysis would provide a more complete understanding of development conditions beyond airport property and how future land use decisions relate to airport access, surrounding roadway and transportation corridors, and the continued safe and efficient operation of these regional transportation facilities. The need is particularly regional for Augusta Regional Airport, where the Airport Affected Area extends across multiple governmental jurisdictions.

HB 1434 also establishes a direct connection to local transportation funding. Failure by an affected governing body to enact or enforce the required Airport Affected Area regulations may result in suspension of eligibility for GDOT Local Maintenance and Improvement Grant (LMIG) funding for up to three years or until compliance is achieved, for all Affected Governing Bodies, not only the Airport Sponsor. Timely implementation therefore has implications for both land use planning surrounding the airports and transportation funding available to affected jurisdictions.

Relationship to the ARTS UPWP

The proposed work appears to complement activities already programmed **within Work Element 3 – Transportation Data Collection and Analysis** of the ARTS UPWP, particularly:

- *Task 3.2 – Land Use Monitoring:* The proposed work would expand the collection, mapping, and analysis of land use and development information within the Airport Affected Areas, with particular emphasis on development outside airport property and its relationship to the surrounding transportation system.
- *Task 3.5 – GIS Development & Applications:* GIS would be used to integrate Airport Affected Area boundaries with land use, zoning, development, jurisdictional, roadway, and other transportation data to support transportation planning and analysis.

Potential UPWP Activities

Potential activities that could be undertaken through the UPWP include:

- *Airport Affected Area and Transportation Network Mapping* – Map the Airport Affected Areas in relation to jurisdictional boundaries, roadway networks, transportation corridors, existing and future land uses, development patterns, and other relevant community and transportation features.
- *Land Use and Development Pattern Analysis* – Collect and evaluate existing and future land use, zoning, development activity, and development patterns within the Airport Affected Areas, with particular emphasis on areas outside the fenced airport properties.

- *Land Use and Transportation Compatibility Analysis* – Evaluate the relationship between existing and anticipated development, the surrounding roadway and transportation network, airport access, protected airspace, and the continued safe and efficient operation of the airports.
- *Land Use, GIS and Transportation Data Integration* – Compile and integrate land use, zoning, development, Airport Affected Area, jurisdictional, and transportation network data from relevant local and regional sources to support GIS based analysis of development conditions and transportation relationships within the Airport Affected Areas.
- *Public and Stakeholder Engagement* – Conduct public meetings and stakeholder engagement focused on land use, development, and transportation conditions within the Airport Affected Areas and prepare maps, exhibits, and technical information to support public understanding and review.
- *Land Use and Transportation Planning Framework* – Use the mapping, data analysis, and planning findings to establish a coordinated framework for future land use and development decisions within the Airport Affected Areas, including consideration of their relationship to the surrounding transportation network and the requirements of HB 1434.

Collectively, these activities would expand upon the **land use monitoring, GIS development, mapping, transportation data analysis, and planning functions already contemplated within the ARTS UPWP**. The effort would apply those existing planning functions to areas **outside the airport properties**, where local land use and development decisions intersect with the transportation network and where HB 1434 places new planning and regulatory responsibilities on affected local governments.

Proposed Funding

Based on the anticipated scope of the land use, GIS, transportation network, public engagement, and implementation planning activities described above, the estimated total project cost is **$218,000.00**.

Funding Source	Amount	Share
Requested UPWP Funding	$175,000	80%
Augusta Local Contribution	$43,000	20%
Total Proposed Funding Request	**$218,000**	**100%**

We are requesting consideration of up to $175,000 in UPWP funding toward eligible planning activities. Augusta is prepared to provide $43,000 in local funding, resulting in the following proposed funding structure:

The proposed funding structure is intended to demonstrate Augusta's commitment to advancing this work within the statutory timeframe. We recognize that eligibility may vary among the proposed activities and welcome guidance regarding the appropriate UPWP funding mechanism, eligible activities, and applicable funding and match requirements.

Request for Consideration

We respectfully request consideration of whether some or all of the activities described above may be funded through the current ARTS UPWP, particularly through activities associated with Tasks 3.2 and 3.5, or whether the effort could appropriately be incorporated into the UPWP as a Special Transportation Study.

Given the January 1, 2027, and July 1, 2027, statutory deadlines established by HB 1434, we would appreciate guidance regarding the most appropriate UPWP mechanism and the process necessary to advance the work within that timeframe. Upon confirmation of the appropriate mechanism and eligible activities, a detailed scope, schedule, and budget can be developed in coordination with ARTS and GDOT.

Thank you for your consideration and guidance.

Regards,

DANIEL FIELD AIRPORT

Becky Shealy

Becky Shealy (Oct 22, 2026 13:48:07 EDT)

Rebecca Shealy, Airport Manager
rshealy@augustaga.gov

AUGUSTA REGIONAL AIRPORT

Herbert L. Judon, Jr.

Herbert L. Judon, Jr. (Oct 22, 2026 09:01:38 EDT)

Herbert Judon, Jr, Executive Director
hjudon@augustaga.gov

Public Services Committee

Meeting Date: November 24, 2026

Extension for Landscape Maintenance Contractor Services

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve extension for landscape maintenance for mowing services in the amount of **$126,240.00** to Jacobs Lawn Management from January 1, 2027-December 2027 with the execution of a new purchase order.
Background:	In 2022, Augusta Recreation and Parks (ARPD) solicited bids for ITB# 22-235R3 for mowing contractor services for various recreation and park sites. Jacobs Land Management is currently one of two vendors selected to provide these services.
Analysis:	It is essential to continue the landscape maintenance and beautification of various recreation and park locations. This extension will avoid interruption of services for the sites provided by the current vendor, Jacobs Land Management. Due to the transition and implementation of the new Grounds Management Department, it is recommended that this vendor continue the current scope of services, for the same areas, and the same amount. The term of this extension will be from January 1, 2027-December 2027.
Financial Impact:	The financial impact total cost of **$126,240.00**.
Alternatives:	1. Approve extension of landscape maintenance for mowing services 2. Do not approve and risk delay the services which may affect grounds maintenance upkeep.
Recommendation:	Motion to approve extension for landscape maintenance for mowing services in the amount of **$126,240.00** to Jacobs Lawn Management from January 1, 2027-December 2027 with the execution of a new purchase order.
Funds are available in the following accounts:	GL 101-04-1565/52-11120
REVIEWED AND APPROVED BY:	N/A

Vendor#20563 Jacobs Land Management **11/2/2026**

Line	Qty	Unit	Description	Unit Price	Amount
1	12	Months	Landscape Maintenance for Mowing at Various Recreation and Parks Locations and Sites	$ 3,510.00	$ 42,120.00
			Group A - Monthly Landscape to Include:		
			Apple Valley		
			Minnick Park		
			Dyess Park		
			Eastview		
			May Park		
			Woodpark		
2	12	Months	Group C - to include:	$ 3,390.00	$ 40,680.00
			Big Oak		
			Sand Hills		
			Sue Reynolds		
			Tanglewood Park		
			Warren Rd		
			West Vineland		
3	12	Months	Group D - to include:	$ 3,620.00	$ 43,440.00
			Bayvale		
			Bedford Heights		
			Blythe		
			Brigham Community Center		

101-06-1122/52-23114

Net Total **$ 126,240.00**

Public Services Committee

Meeting Date: November 24, 2026

Extension for Landscape Maintenance Contractor Services

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve extension for landscape maintenance for mowing services in the amount of **$88,800.00** to Rise and Shine Lawn Care from January 1, 2027-December 2027 with the execution of a new purchase order.
Background:	In 2022, Augusta Recreation and Parks (ARPD) solicited bids for ITB# 22-235R3 for mowing contractor services for various recreation and park sites. Rise and Shine Lawn Care is currently one of two vendors selected to provide these services.
Analysis:	It is essential to continue the landscape maintenance and beautification of various recreation and park locations. This extension will avoid interruption of services for the sites provided by the current vendor, Rise and Shine Lawn Care. Due to the transition and implementation of the new Grounds Management Department, it is recommended that this vendor continue the current scope of services, for the same areas, and the same amount. The term of this extension will be from January 1, 2027-December 2027.
Financial Impact:	The financial impact total cost of **$88,800.00**.
Alternatives:	1. Approve extension of landscape maintenance for mowing services. 2. Do not approve and risk delay the services which may affect grounds maintenance upkeep.
Recommendation:	Motion to approve extension for landscape maintenance for mowing services in the amount of **$88,800.00** to Rise and Shine Lawn Care from January 1, 2027-December 2027 with the execution of a new purchase order.
Funds are available in the following accounts:	GL 101-04-1565/52-11120
REVIEWED AND APPROVED BY:	N/A

Vendor#23553 **RISE AND SHINE LAWN CARE** **11/2/2026**

Line	Qty	Unit	Description	Unit Price	Amount
1	12	Months	Landscape Maintenance for Mowing at Various Recreation and Parks Locations and Sites	$ 3,600.00	$ 43,200.00
			Group B - Monthly Landscape to Include:		
			Lake Olmstead BBQ Pit		
			Casino		
			Park and Stadium		
2	12	Months	Group E- to include:	$ 3,800.00	$ 45,600.00
			Butler Creek		
			Carrie Mayes		
			Douthty Park		
			Elliott Park		
			M.M. ScotT Park		
			McDuffie Woods		
			W.T. Johnson		
			(2 cuts per location/per month)		
			Net Total		$ 88,800.00

Administrative Services Committee Meeting

Meeting Date:

2026 – Tax Commissioner – Ford Explorer – GA State Contract

Department:	Central Services – Fleet Management
Presenter:	James Greene
Caption:	Motion to approve the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge utilizing GA State Contract for the Tax Commissioners Office.
Background:	The Tax Commissioners office requests the replacement of asset #220005 a 2020 Ford Explorer that was totaled in an accident in October 2026. The vehicle is used by TCO administration for posting properties for levy sale, delivering documentation and supplies between offices, inspecting properties related to TCO and Augusta Land Bank Authority, attending conferences, local and state meetings and State of Georgia associated with land banking
Analysis:	The Procurement Department approved the request to utilize the state contract #99999-001-SPD0000218 and issued a letter of intent to purchase one Ford Explorer utilizing capital outlay account #272-01-6440/54-21110.
Financial Impact:	Capital outlay account #272-01-6440/54-21110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one replacement Ford Explorer for the totaled, 2020 Ford Explorer at a total cost of $40,556.00 from Akins Ford Dodge for the Tax Commissioners Office.
Funds are available in the following accounts:	Capital outlay account #272-01-6440/54-21110
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

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

MEMORANDUM

TO: **Andy Penick, Director, Procurement Director**

FROM: **Horace Green, Director, Central Services Director**

DATE: **October 20, 2026**

SUBJECT: **Request to Utilize State Contract #SWC 99999-001-SPD0000218 for one Ford Explorer for the Tax Commissioners Office**

Central Services-Fleet Management request to utilize state contract #SWC 99999-001-SPD0000218 (Administrative Vehicles) and a "Letter of Intent" (LOI) to purchase one vehicle for the Augusta Richmond County Tax Commissioners Office.

The state contract holder, Akins Ford Dodge, informed Fleet Manager there is a stock inventory for Ford Explorers. The vendor requested a LOI to hold one Ford Explorer in their inventory until the Augusta Commission approves the purchase. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for securing the asset purchase.

The TCO is requesting the purchase of one 2026 Ford Explorer to replace asset #220005. Asset #220005, a 2020 Ford Explorer, was totaled due to a vehicle accident in October 2026. The new vehicle will be assigned to the Tax Commissioner. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet their operational needs.

Please approve the use of the state contract and LOI in total amount of $40,556.00 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

HG/kb

220 W. May St
Winder, GA 30680

Akins

AUGUSTA GEORGIA

Date: 10/20/2026

SWC# 99999-001-SPD0000218

Quoted By: **Savanna Waters**

QUOTE DATE	QTY	Description	AMOUNT	Balance Due
10/20/2026	1	2027 FORD EXPLORER ACTIVE RWD CARBONIZED GREY **AVAILABLE ON LOT 1FMUK7DH1VGA31689**	$39,760.00	
	1	ADDITIONAL KEY (3 TOTAL)	397.00	
	1	TINT AND FIRE EXTINGUISHER	249.00	
	1	DELIVERY	150.00	
			TOTAL	**$40,556.00**

Augusta Richmond County Risk Management

Workfile ID: ce0d8b5e

535 TELFAIR STREET, SUITE 920, Augusta, GA 30901
Phone: (706) 821-1704

Preliminary Estimate

Customer: CHARLI

Job Number:

Written By: Charli Rhoades

Insured:	CHARLI	Policy #:		Claim #:	220005
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:					

Owner:
CHARLI

Inspection Location:
Augusta Richmond County Risk Management
535 TELFAIR STREET, SUITE 920
Augusta, GA 30901
Repair Facility
(706) 821-1704 Business

Insurance Company:

VEHICLE

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

VIN:	1FMSK8DH3LGB30556	Interior Color:		Mileage In:	Vehicle Out:
License:		Exterior Color:		Mileage Out:	
State:		Production Date:		Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors
Remote Starter
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
Lane Departure Warning
SEATS
Cloth Seats
Reclining/Lounge Seats
3rd Row Seat
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Power Trunk/Liftgate

Preliminary Estimate

Customer: CHARLI

Job Number:

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**FRONT BUMPER**							
2		O/H front bumper					4.5	
3	Repl	Bumper cover w/o auto park	LB5Z17D957SCPTM	1	658.44		Incl.	2.4
4		Add for Clear Coat						1.0
5		Add for auto park				m	0.3	
6		Aim park sensor				m	0.8	
7		Add for fog lamps					0.4	
8		Add for park sensor				m	0.4	
9	Repl	RT Side trim w/o fog lamps	LB5Z15A246AA	1	85.57		Incl.	
10	Repl	LT Side trim w/o fog lamps	LB5Z15A245AA	1	79.32		Incl.	
11	Repl	RT Side trim screw	W716195S450B	1	4.00			
12	Repl	RT Side trim nut	W704277S439	1	4.00			
13	Repl	LT Side trim nut	W704277S439	1	4.00			
14	Repl	Lower cover XLT w/o fog lamps	LB5Z17D957AB	1	319.74		Incl.	
15	Repl	RT Bracket	LB5Z17C947A	1	40.20		Incl.	
16	Repl	LT Bracket	LB5Z17C947B	1	41.25		Incl.	
17	Repl	RT Bracket bolt	W711390S450B	1	4.00			
18	Repl	LT Bracket bolt	W711390S450B	1	4.00			
19	Repl	RT Bracket nut	W520802S439	1	4.00			
20	Repl	LT Bracket nut	W520802S439	1	4.00			
21	Repl	RT Bracket fastener	W706092S300	1	4.00			
22	Repl	LT Bracket fastener	W706092S300	1	4.00			
23	Repl	RT Bracket rivet	W702852S300	1	1.28			
24	Repl	LT Bracket rivet	W702852S300	1	1.28			
25	Repl	Lower molding XLT, w/o sport appearance pkg.	LB5Z8419AB	1	176.15		Incl.	1.2
26		Add for Clear Coat						0.2
27	Repl	Tow eye cap w/o ST	LB5Z17E811AB	1	29.57		Incl.	
28	Repl	License bracket w/deluxe holder w/o ST	LB5Z17A385BA	1	98.02		0.2	
29	Repl	License bracket rivet	W704342S300	1	10.00			
30	Repl	License bracket U-nut	W520802S439	1	4.00			
31	Repl	Impact bar (ALU)	R1MZ17757E	1	477.72		0.6	
32	Repl	Impact bar bolt	W720984S439	1	5.00			
33	Repl	Lower deflector	L1MZ8310F	1	220.79		Incl.	
34	Repl	Lower deflector screw	W715060S450B	1	4.00			
35	**GRILLE**							
36	Repl	Grille XLT w/o sport pkg.	NB5Z8200BA	1	1,200.32		Incl.	
37	Repl	Grille bolt	W505424S450B	1	6.75			
38	Repl	Emblem w/o INTERCEPTOR	JT4Z8213A	1	91.33		Incl.	
39	Repl	Emblem nut	W708203S450	1	4.00			
40	**FRONT LAMPS**							
41	Repl	RT Headlamp assy w/o adaptive headlamps level 2	MB5Z13008AY	1	2,289.80		0.5	

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

42			Aim headlamps				0.5	
43		Repl	LT Headlamp assy w/o adaptive headlamps level 2	MB5Z13008AX	1	1,672.33	0.5	
44		Repl	RT Headlamp assy bolt	W711158S900	1	4.00		
45		Repl	LT Headlamp assy bolt	W711158S900	1	4.00		
46		Repl	Control module w/o adapt. headlamps	JX7Z13C788P	1	320.00 m	0.1	
47		Repl	Actuator rivet	W706092S300	1	4.00		
48	**RADIATOR SUPPORT**							
49		Repl	Upper tie bar to 05/13/2024 (MAG)	L1MZ16138G	1	921.73	0.7	1.1
50		Repl	Upper tie bar screw	W720067S439	1	6.75		
51		Repl	Upper tie bar mount bracket	L1MZ8182A	1	15.27		
52		Repl	Upper tie bar nut	W705068S437	1	8.00		
53		Repl	Radiator support w/active shutter, w/o Timberline type 1	L1MZ16138K	1	1,000.13	3.5	
54		Repl	Radiator support screw	W716714S450B	1	4.00		
55		Repl	Radiator support nut	W520802S439	1	4.00		
56		Repl	Reinforcement	LB5Z8A284A	1	111.35	0.2	
57		Repl	Reinforcement bolt	W711158S439	1	4.00		
58		Repl	Reinforcement U-nut	W520802S439	1	4.00		
59		Repl	Underbody shield	L1MZ6P013A	1	83.58	0.1	
60		Repl	Underbody shield retainer	W712196S300	1	4.00		
61		Repl	Skid plate bolt	W715489S442	1	9.25		
62	**HOOD**							
63		Repl	Hood (ALU)	LB5Z16612A	1	1,125.58	1.1	3.0
64			Add for Clear Coat					1.2
65			Add for Underside(Complete)					1.5
66			Add for Clear Coat					0.3
67		Repl	Latch	LB5Z16700B	1	128.43	Incl.	
68		Repl	Latch bolt	W719713S450B	1	4.00		
69		Repl	Lock cable	LB5Z16916D	1	44.75	1.4	
70		Repl	Release cable	LB5Z16916B	1	112.52	1.4	
71	**FENDER**							
72		Repl	LT Fender	RB5Z16006B	1	516.97	2.5	2.0
73			Overlap Major Adj. Panel					-0.4
74			Add for Clear Coat					0.3
75			Add for Edging					0.5
76			Add for Clear Coat					0.1
77		Repl	LT Fender mount bolt	W505423S439	1	4.00		
78		Repl	LT Fender rear bolt	W720007S439	1	4.00		
79		Repl	LT Rear insulator	LB5Z16061A	1	167.47	0.5	0.3
80			Add for Clear Coat					0.1
81		Repl	LT Rear insulator bolt	W505423S439	1	4.00		
82		Repl	LT Rear insulator nut	W716228S900	1	6.75		
83		Repl	LT Fender liner	LB5Z16103D	1	130.18	Incl.	

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

84		Repl	LT Fender liner nut	W707291S439	1	4.00	
85		Repl	LT Fender liner screw	W715060S450B	1	4.00	
86		Repl	LT Fender liner rivet	W714040S300	1	4.00	
87	**WHEELS**						
88		Repl	LT/Front Wheel, alloy 5 double spoke	LB5Z1007A	1	358.77 m	0.3
open		Repl	TPMS sensor	SEE FOOTNOTE	1		Incl.
90		Repl	Wheel nut wheel, alloy	ACPZ1012M	1	10.00	
91	**RESTRAINT SYSTEMS**						
92		Repl	Driver air bag BASE, XLT, LIMITED, LIMITED HYBRID	LB5Z78043B13AC	1	481.42 m	Incl.
93			Air bag system diagnosis ck system operation			m	0.5
94			Air bag system diagnosis pinpoint test			m	2.1
95		Repl	Psngr air bag	RB5Z78044A74A	1	679.05 m	0.4
96		Repl	Psngr air bag bolt M5x25mm	W719214S451	1	4.00	
97		Repl	Psngr air bag bolt M6x19mm	W705583S439	1	8.00	
98		Repl	Psngr air bag U-nut	W711715S439	1	4.00	
99		Repl	Psngr air bag nut	W719189S403	1	2.50	
100		Repl	RT Head air bag	LB5Z78042D94C	1	1,011.03 m	0.6
101		Repl	LT Head air bag	LB5Z78042D95C	1	1,011.03 m	0.6
102		Repl	RT Knee air bag	LB5Z78045J76A	1	403.60 m	0.5
103		Repl	LT Knee air bag	LB5Z78045J77AA	1	394.37 m	0.5
104		Repl	RT Knee air bag screw	W717623S439	1	16.00	
105		Repl	LT Knee air bag screw	W717623S439	1	16.00	
106		Repl	RT Knee air bag nut	W520101S424	1	4.00	
107		Repl	LT Knee air bag nut	W520101S424	1	4.00	
108		Repl	RT Ft seat air bag	MB5Z78611D10C	1	246.40 m	0.7
109		Repl	LT Ft seat air bag	MB5Z78611D11C	1	247.07 m	0.7
110		Repl	RT Ft seat air bag nut	W520101S442	1	4.00	
111		Repl	LT Ft seat air bag nut	W520101S442	1	4.00	
112		Repl	Clockspring w/o heated strng whl	GN1Z14A664D	1	250.78 m	1.2
113		Repl	Control module	LB5Z14B321A	1	918.60 m	0.3
114		Repl	Control module nut	W702751S442	1	4.00	
115		Repl	RT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3
116		Repl	LT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3
117		Repl	RT Ft impact sensor bolt	W500215S442	1	4.00	
118		Repl	LT Ft impact sensor bolt	W500215S442	1	4.00	
119		Repl	RT Side impact sens front, to 11/24/2024	ML3Z14B345A	1	127.47 m	0.3
120		Repl	LT Side impact sens front, to 11/24/2024	ML3Z14B345A	1	127.47 m	0.3
121		Repl	RT Side impact sens rear, to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3

Preliminary Estimate

Customer: CHARLI **Job Number:**

2020 FORD Explorer XLT 4WD 4D UTV 4-2.3L Turbocharged Gasoline Direct Injection

122		Repl	LT Side impact sens rear, to 11/24/2024	L1TZ14B004A	1	68.36 m	0.3	
123		Repl	RT Position sensor	FL3Z14B416B	1	41.68 m	0.3	
124		Repl	LT Position sensor	FL3Z14B416A	1	40.05 m	0.3	
125	**PILLARS, ROCKER & FLOOR**							
126		Repl	LT Aperture panel	NB5Z78211A11A	1	537.57	20.0	4.0
127			Overlap Major Non-Adj. Panel					-0.2
128	*		Add for Clear Coat					0.8
129		Repl	LT Bracket	LB5Z78025A01A	1	139.78		0.4
130	*		Add for Clear Coat					0.1
131		Repl	LT Rocker panel	NB5Z7810129A	1	488.33	9.0	2.0
132			Overlap Major Adj. Panel					-0.4
133	*		Add for Clear Coat					0.3
134	**FRONT DOOR**							
135	*	Rpr	LT Door shell				4.0	2.4
136			Overlap Major Adj. Panel					-0.4
137	*		Add for Clear Coat					0.4
138	#		Frame/Unibody Repair & Set up		1	1,200.00 X		
			SUBTOTALS			**21,387.98**	**64.0**	**24.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				20,187.98
Body Labor	64.0 hrs	@	$ 55.00 /hr	3,520.00
Paint Labor	24.2 hrs	@	$ 55.00 /hr	1,331.00
Paint Supplies	24.2 hrs	@	$ 38.00 /hr	919.60
Body Supplies	54.5 hrs	@	$ 38.00 /hr	2,071.00
Miscellaneous				1,200.00
Subtotal				29,229.58
Grand Total				**29,229.58**

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

JDPOWER

2020 FORD EXPLORER

Utility 4D ST 4WD Values

PRICING & VALUES

Prices shown for the used **2020 Ford Explorer Utility 4D ST 4WD** with 122200 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. Edit options.

BUY FROM DEALER

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer Buy Certified from Dealer

Average Price Paid

$24,800



80% of People Paid

$23,546 - $26,752

ESTIMATED TRADE-IN VALUE

Prices shown are what people received from a dealer for their trade-in vehicle by condition. See definitions.

Base Price	$17,500
Mileage and Options	-$3,125
Low	**$14,375**
Base Price	$19,000
Mileage and Options	-$3,125
Average	**$15,875**
Base Price	$20,000
Mileage and Options	-$3,125
High	**$16,875**

$16,375

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: **RISK MANAGEMENT**

[X] **DELETION**

ASSET NUMBER	220005
DEPARTMENT	TAX COMMISSIONER
DESCRIPTION	2020 FORD EXPLORER
SERIAL NUMBER	1FMSK8DH3LGB30556
ACQ. NUMBER	N/A
FUND SOURCE	5522101

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENT

CONDITION [X] **VEHICLE TOTALLED**

Equipment Table	
FASTER	
Fuelman	
File	

COPIES

Finance - Fixed Assets:	Sophia
Dept Director:	
Fleet Manager:	LaQuona
Accident file:	**Charli**

Date/Time:	10/15/2026 10:34

Administrative Services Committee

November 24, 2026

Augusta Housing Authority 5-Year Plan and Annual Plan

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** Augusta Housing Authority PHA Number: GA001 PHA 5-Year Plan and Annual Plan.
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

The
HOUSING AUTHORITY
of the City of Augusta, Georgia

November 2, 2026

To The Honorable Mayor Garnett Johnson
535 Telfair Street Suite
200 Augusta, GA 30901

Dear Mayor Johnson:

Enclosed for your review and signature are three (3) copies of the Certification of Consistency with the City of Augusta's Consolidated Plan and 2027 Action Plan.

Also attached for your reference are the Augusta Housing Authority's FY2027 Annual Plan and Five-Year Plan (2024–2028), which were approved by our Board of Commissioners on October 26, 2026.

Should you have any questions or require additional information, please feel free to contact me at (706) 312-3122 or via email at sasmith@augustapha.org.

Respectfully submitted,

Sandra Smith
Director of Management

The J. Madden Reid Building
1435 Walton Way Augusta, GA 30901
(706) 724-5466 (706) 724-5620 TDD (706) 828-0468 FAX

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Garnett Johnson** (*Official's Name*), the **Mayor** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2027-2031** and/or Annual PHA Plan for fiscal year **2027** of the **GA001 - Housing Authority of the City of Augusta** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Augusta, Richmond County

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Housing Authority of the City of Augusta provides decent, safe, and affordable housing for low-income families, elderly individuals, and persons with disabilities, and works to maintain and improve existing housing, reduce vacancies, expand housing opportunities, and promote self-sufficiency, all of which is consistent with the City's Consolidated Plan.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Garnett Johnson**	Title: **Mayor**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: GA001 - Housing Authority of the City of Augusta form HUD-50077-SL (Form ID - 8138) printed by Sandra Smith in HUD Secure Systems/Public Housing Portal at 10/29/2026 05:36PM EST

PHA 5-Year Plan and Annual Plan

PHA Information.

A.1 PHA Name: Augusta Housing Authority **PHA Number:** GA001
PHA Type: Standard Performer
PHA Fiscal Year Beginning: 04/2027

AHA Inventory.

Public Housing Units:	***1867***
RAD Units	***66***
Housing Choice Vouchers:	***4054***
Project-Based Vouchers (PBV):	***303***
Veterans Supportive Housing (VASH):	***158***

Specific Location for PHA Plans and Supporting Documents: Augusta Housing Authority, 1435 Walton Way, Augusta, GA 30901. Website www.augustapha.org

PHA Consortia. n/a

B.1 Revision of Existing Plan Elements

Plan Elements. Plan Elements that have been revised: No Changes at this time.

Mission. The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination.

Goals and Objectives.

Increase the availability of decent, safe, and affordable housing.
The Augusta Housing Authority will expand the supply of assisted housing by applying for additional rental vouchers, reducing public housing vacancies, leveraging private or other public funds to create additional housing opportunities and by acquiring or building additional units or developments.

The Augusta Housing Authority will improve the quality of assisted housing by improving the public housing management (PHAS score), improving the voucher management (SEMAP score), renovating, or modernizing public housing units, demolishing, or disposing of obsolete public housing, provide replacement public housing and replacement vouchers.

The Augusta Housing Authority will increase assisted housing choices by conducting outreach efforts to potential voucher landlords, increasing voucher payment standards, and implementing homeownership programs.

Improve community quality of life and economic vitality
The Augusta Housing Authority will provide an improved living environment by implementing measures to deconcentrate poverty by bringing higher income public housing households into lower income developments. The AHA will also implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments.

Promote self-sufficiency and asset development of families and individuals
The Augusta Housing Authority will promote self-sufficiency and asset development of assisted households by providing and/or attracting supportive services to improve assistance recipients' employability and to increase independence for the elderly or families with disabilities. Ensure Equal Opportunity in Housing for all Americans

The Augusta Housing Authority will ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.

Housing Needs

Shortage of affordable housing for all eligible populations and specific family types:

	PH (CV)	Elderly PH	Section 8	Legacy (PBV)	Walton Oaks (PBV)	Legacy Walton Green (PBV)	Walton Green (PBV)	Walton Green (PH)	Freedom's Path (PBV)	The Lenox (PBV)	Section 8 Lottery
Number of Applicants	**9,692**	**1,858**	**1,155**	**799**	**4,188**	**381**	**2,847**	**1,754**	**479**	**997**	**1,008**
Elderly	66	185	22	168	102	152	98	50	30	30	10
Disabled	1,719	904	169	247	820	12	642	387	170	184	146
Elderly/Disabled	151	271	50	264	144	203	158	93	75	45	10
No designation	7,756	498	914	120	3,122	14	1,949	1,224	204	738	842
Black	8,640	1,482	1,097	640	3,647	311	2,427	1,550	381	920	955
White	818	318	48	139	442	64	347	163	81	71	36
American/Indian	47	15	2	4	29	0	19	7	3	2	4
Asian	11	10	0	4	7	3	7	8	2	0	1
Pacific Islander	40	5	5	2	14	0	13	10	1	1	3
Latino	455	68	5	29	186	17	127	61	28	26	42
0BR	0	69	1,155						473	433	1,008
1BR	1,489	1,781		743	1,320	371	1,298	734	3	522	
2BR	1,775	6		45	1,511	10	976	719	2	40	
3BR	4,381			11	1,273		467	295	1	2	
4BR	1,702				78		105	6			
5BR	344				6		1				

(Effective 08/18/2026)

Need: Shortage of Housing needs for all eligible populations

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

The Augusta Housing Authority's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher-income tenants into lower-income projects and lower-income tenants into higher-income projects. A statement of the Augusta Housing Authority's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

The Augusta Housing Authority's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a Augusta Housing Authority with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a Augusta Housing Authority with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the Augusta Housing Authority must comply with the following steps:

Step 1. The Augusta Housing Authority must determine the average income of all families residing in all the Augusta Housing Authority's covered developments. The Augusta Housing Authority may use the median income, instead of average income, provided that the Augusta Housing Authority includes a written explanation in its annual plan justifying the use of median income.

Augusta Housing Authority Policy
The Augusta Housing Authority will determine the average income of all families in all covered developments on an annual basis.

Step 2. The Augusta Housing Authority must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the Augusta Housing Authority has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

Augusta Housing Authority Policy
The Augusta Housing Authority will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

Step 3. The Augusta Housing Authority must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (30% of median income).

Step 4. The Augusta Housing Authority, with covered developments having average incomes outside the EIR must then determine whether these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the Augusta Housing Authority must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances, the Augusta Housing Authority's deconcentration policy may include, but is not limited to the following:

1.0 Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities

2.0 Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments

3.0 Establishing a preference for admission of working families in developments below the EIR

4.0 Skipping a family on the waiting list to reach another family to further the goals of deconcentration

5.0 Providing other strategies permitted by statute and determined by the Augusta Housing Authority in consultation with the residents and the community through the annual plan process to be responsive to local needs and Augusta Housing Authority strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the Augusta Housing Authority's deconcentration policy. The Augusta Housing Authority must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the Augusta Housing Authority's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average income at all general occupancy developments is within the EIR, the Augusta Housing Authority will be considered to be in compliance with the deconcentration requirement, and no further action is required.

Policies on Eligibility, Selection, Admissions Policy, including DE concentration and Wait List Procedures. [24 CFR Part 903.7 (b)]

To be eligible for the public housing program the applicant family must: Qualify as a family as defined by HUD and the AHA. Have income at or below HUD-specified income limits. Qualify based on citizenship or the eligible immigrant status of family members. Provide social security number information for family members as required. Consent to the AHA's collection and use of family information as provided for in AHA-provided consent forms.

The AHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the AHA. The ACOP contains the Housing Authorities policies that govern resident eligibility, selection, admission, admission preference, unit assignment policies, and maintaining the wait list for the public housing program while the Administrative Plan includes all the above except unit assignments for the housing assistance program. When necessary, AHA will use a lottery system which will randomly draw potential participants from the applicant pool. This means an individual can apply at any time. Whether they apply in the first hour or the last hour of the waitlist being opened, the chances are the same as being selected.

Statement of Financial Resources (FYE 3/31/2026)

Sources	Planned $
1. Federal Grants (FY 2026 grants)	
a) Public Housing Operating Fund	$8,864,203.05
b) Public Housing Capital Fund	$6,697,144.65
c) Public Housing Capital Fund Recovery Grant	
d) Hope VI Demolition	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$41,480,781.00
f) Resident Opportunity and Self-Sufficiency Grants	$227,422.62
Other Federal Grants (list below)	
2. Prior Year Federal Grants (unobligated funds only) (list below)	
Section 8 Tenant-based Funds from Reserves	
Public Housing Subsidy Funds from Reserves	
3. Public Housing Dwelling Rental Income	$4,512,677.77
Other Tenant Revenue	$532,868.49
4. Other Income (list below)	
Investments-Unrestricted	$436,891.60
Cell Tower Leases	$64,296.61
Entrepreneurial activities	$1,851,647.08
Capital Assets Gain/Loss Sale	
5. Non-federal sources (list below)	
Fraud Recovery	$230,699.79
Investment Restricted	$729.59
Other	$1,467,350.15
Total Resources	$66,366,722.00

The Housing Authority of the City of Augusta elected to utilize the PHA Asset Management method effective April 1, 2012

PHA Rent Determination Policies. [24 CFR Part 903.12(b), 903.7(d)]

Public Housing

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. The AHA will use the policies and methods described in the ACOP to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. The ACOP describes HUD regulations and AHA policies related to HUD regulations that specify the sources of income to include and exclude to arrive at a family's annual income, the requirements and AHA policies for calculating annual income, mandatory deductions for which a family qualifies and used for calculating adjusted income and the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment, flat rents and the family's choice in rents. The minimum rent for the public housing program is $50. A discretionary minimum rent hardship exemption policy includes: the family would or would not be evicted because of the imposition of the minimum rent requirement; the income of the family has decreased because of lost employment, death in the family or other circumstances as determined by AHA or HUD.

Section 8 Tenant-Based Assistance

The Housing Authority's payment standards are above Fair Market Rate (FMR) and are adequate to ensure success among assisted families in the housing authority's segment of the FMR area. The payment standards are reevaluated annually for adequacy and success rates and rent burdens of assisted families are considered when conducting the assessment. The minimum rent for the housing assistance program is $50. A discretionary minimum rent hardship exemption policy includes: If the family has lost eligibility or is awaiting an eligibility determination; the family would or would not be evicted because of the imposition of the minimum rent requirement; the income of the family has decreased because of a change in circumstances, including loss of employment, death in the family or other circumstances as determined by AHA or HUD. The Administrative Plan further details the factors related to total tenant payment and family share determination.

The Housing Opportunity Through Modernization Act (HOTMA)of 2016: Over-Income Families. [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.507, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

PHA Policy
At annual or interim reexamination, if a family's income exceeds the applicable over- income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies.

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status in accordance with the continued occupancy policies below.

During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulations, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate rent for mixed families.

The PHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

Operation and Management.

HUD writes and publishes regulations to implement public housing laws enacted by Congress. HUD contracts with the AHA to administer programs in accordance with HUD regulations and provides an operating subsidy to the AHA. The AHA must create written policies that are consistent with HUD regulations. Among these policies is the AHA's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the Board of Commissioners of the AHA. The job of the AHA pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. The AHA screens applicants for public housing and, if they are found eligible and accepted, the AHA offers the applicant a unit. If the applicant accepts the offer, the AHA will establish a contract with the applicant known as the lease. At this point, the applicant becomes a resident of the public housing program.

The Admissions and Continued Occupancy Policy (ACOP) is the AHA's written statement of policies used to carry out the public housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD, and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in the AHA's Agency Plan.

All issues related to public housing not addressed in the ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD approved applications for program funding. The AHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

The Augusta Housing Authority will make all efforts to provide a healthy and pest free environment for its residents. AHA will treat all public housing units quarterly and will provide the best possible treatment for the eradication of those pests at all public housing sites. AHA maintenance and management personnel will maintain an adequate schedule for treatment to address any existing infestation, and special attention shall be paid to cockroaches. Resident cooperation with the extermination plan is essential. All apartments in a building will be treated by licensed AHA personnel for the plan to be effective. All residents will be provided with written notice of at least 48 hours before treatment unless immediate verbal permission is granted. The notification will also include instructions that describe how to prepare the unit for treatment. In addition, all units will be treated before move-in and following voluntary and involuntary move-outs.

Violence Against Women Act (VAWA)

Since there is a correlation between victims of domestic violence and homelessness, rent burdens and substandard housing, our agency will continue to employ these former federal preferences in our housing assistance program. In addition, a Tenancy Addendum (HUD form 52641-A) has been provided to all landlords which outlines protections from evictions for victims of abuse. VAWA 2013 expanded notification requirements to include the obligation for AHA to provide applicants who are denied assistance with a notice of rights and the form HUD- 5382 at the time the applicant is denied. If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.C of the ACOP.

Grievance Procedures

The ACOP discusses grievances and appeals pertaining to AHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts: the requirements and procedures for informal hearings for public housing applicants, informal hearings regarding citizenship status and where they differ from the requirements for general applicant and resident grievances and the requirements and procedures for handling grievances for public housing residents.

The procedures mirror those found at 24 CFR Part 966, Subpart B. A copy of the grievance procedure is posted at each public housing site, and a copy is provided to each resident at lease up. The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the Augusta Housing Authority. The Administrative Plan describes the policies, procedures, and standards to be used when families of the housing assistance program disagree with decisions of the AHA. The hearing procedures are provided to families in the briefing packet.

Section 8 (y) Homeownership Program [24 CFR Part 903.12(b), 903.7(k)(1)(i)]

The AHA's homeownership program is designed to promote and support homeownership for first-time homebuyers and allows one or more family members to purchase a home. The program permits participants who meet the general requirements for admission into the AHA's Section 8 Housing Choice Voucher Program and satisfy additional requirements, as further described in Chapter 19 of the Administrative Plan, the option of purchasing a home with their assistance rather than renting. Participation is voluntary.

There are 77 families enrolled in the Family Self-Sufficiency Program
There are 21 families currently assisted with mortgage assistance
There are 5 Family Self-Sufficiency graduates
Two families have closed on new homes this year through the Homeownership Program

Community Service and Self-Sufficiency

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered or plans to enter.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].
In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c) (5)]. The ACOP explains HUD regulations requiring PHAs to

implement a community service program for all non-exempt adults living in public housing.

The AHA will provide on-site training sessions to residents on a rotating basis for residents to meet community service requirements.

The AHA will attempt to provide the broadest choice possible to residents for community service activities.
The AHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The AHA will work with resident organizations and community organizations to design, implement, assess, and recalibrate its community service program.

The AHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the AHA Plan.
The AHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

Safety and Crime Prevention (VAWA)

The need for measures to ensure the safety of public housing residents are based on the high incidence of violent and/or drug related crime in areas surrounding or adjacent to public housing sites, residents fearful for their safety and the safety of their children and applicants on the waiting list unwilling to move into one or more developments because of perceived levels of violent and/or drug related crime. The Augusta Housing Authority based the need for action on crime statistics which show crimes committed in or around our developments, resident reports, police reports and staff reports. The Augusta Housing Authority coordinates with the Richmond County Sheriff's Office (RCSO) in carrying out crime prevention measures and activities through neighborhood watches, security cameras installed in potential high crime communities, police regularly testify and support eviction cases, police presence at the developments and regular submission of police reports to AHA. The Officers consult with housing managers concerning potential problem areas of criminal activity, enforce criminal law, provide written reports, and testify in civil court hearings as deemed necessary.

Pet Policy

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. Chapter 10 of the ACOP explains the difference between assistance animals and pets, and contains policies related to the designation of an assistance animal as well as their care and handling, pet policies that are common to both elderly/disabled developments and general occupancy developments, policies for pet deposits and fees that are applicable to elderly/disabled developments and policies for pet deposits and fees that are applicable to general occupancy developments.

Asset Management

The Augusta Housing Authority provided on-site training to management staff in preparation for conversion to property-based management services as required by asset management. AHA staff are assigned to each AMP and are charged with direct oversight of all property operations versus centralized management.

Substantial Deviations and Significant Amendments (24 CFR Part 903.7(r).

Substantial Deviation from the 5-Year Plan

Substantial deviations or significant amendments or modifications are defined as major changes in the plans or policies of the Augusta Housing Authority or financial resources that affect the mission, goals, objectives or plans of the agency and that require review by the Resident Advisory Board and formal approval by the Board of Commissioners.

Significant Amendment or Modification to the Annual Plan

Substantial deviations or significant amendments or modifications are defined as major changes in the plans or policies of the Augusta Housing Authority or financial resources that affect the mission, goals, objectives or plans of the agency and that require review by the Resident Advisory Board and formal approval by the Board of Commissioners.

Significant Amendment (RAD-PBRA)

The Augusta Housing Authority is currently in the process of converting multiple Mixed Finance LIHTC projects from Low Income Public Housing to Project-Based Rental Assistance under RAD. The following items should be excluded from substantial deviations and/or significant amendments:

The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance.
The date of the Significant Amendment is submitted to the PHA Plan website.

Change to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include the use of additional Capital Funds. Changes to the construction and rehabilitation plan for each approved RAD conversion; and Changes to the financing structure for each approved RAD conversion.

The Augusta Housing Authority will adopt and incorporate all applicable PBRA Resident Rights and Participation requirements as noted in PIH-2012-32 (HA), REV-2 at all conversion properties. All plans and relocation activities, if applicable, will be performed in accordance with Joint Housing/PIH Notices.

Right to return and Relocation Assistance
No rescreening of tenants upon conversion
Under-Occupied unit
Phase-in of tenant rent increase (5-year option)
FSS and ROSS-SC programs (if applicable)

In the event the Augusta Housing Authority implements other housing programs (including, but not limited to, PBRA, PBV, LIHTC or RAD), it will revise any associated policies, procedures, or lease agreements to align with respective HUD program guidelines.

B.2 New Activities

Hope VI or Choice Neighborhood

AHA has not received a HOPE VI revitalization grant.

Allen Homes (GA0010008): Allen Homes was awarded a Choice Neighborhood Planning Grant in November 2021. The planning process was completed in conjunction with the City of Augusta, GA as part of the Harrisburg/Laney-Walker neighborhood. The City and AHA may apply for a Choice Neighborhood Implementation Grant in 2026 or 2027 to demolish and replace Allen Homes in the Choice Neighborhood area. Funding awarded via a Choice Neighborhoods Planning - or Planning and Action – Grant supports developing a comprehensive neighborhood transformation plan for the targeted site and neighborhood. A Choice Neighborhoods Implementation

Grant assists with implementing that transformation plan for the targeted site and neighborhood. Early Action activities associated with the Planning Grant were completed in 2026 and include: Public Art installation, sunshade and benches for additional community space, revitalization of existing basketball court, installation of a Little Free Library, and the installation of raised Garden Beds.

Mixed Finance Modernization or Development

The following sites have been approved for mixed finance modernization and development by Fair Housing for public housing:

Demolition and Disposition – Dogwood Terrace

[24 CFR Part 903.12(b), 903.7 (h)]
Dogwood Terrace (GA001000060)
Dogwood Terrace, GA001000060:

Development name: Dogwood Terrace
Development number: GA001000060
Activity Type: Demolition/Disposition
Date of application: October 4, 2023
Date of approval: March 1, 2024
Number of units affected: 270
Coverage Action: Total development
Start date of Demolition: To be Determined
End date of Demolition: To be Determined

Demolition and Disposition – Dogwood Terrace

The Housing Authority of the City of Augusta, Georgia (AHA) submitted a demolition application on October 4th, 2023, to HUD for Dogwood Terrace (GA001000060) to develop new affordable, mixed-income housing on the existing site. Dogwood Terrace is a 270-unit public housing development on 26.88 acres located at 2101 15th Ave, Augusta, GA. AHA received approval for the demolition application on March 1, 2024. Tenant Protection Vouchers were received in September 2024, and all families have now relocated to other Public Housing units, Section 8 voucher residences, or private housing. A disposition application was submitted to HUD on May 29, 2026, and was approved by HUD on June 25, 2026.

AHA will develop replacement affordable housing in multiple phases as a mixed-finance, mixed-income development serving people with incomes ranging from less than 30% of the area median to unrestricted incomes. The Agency may apply for either or both 9% and/or 4% credits under the Low-Income Housing Tax Credit Program (LIHTC). Regent Partners was selected as a developer partner to assist with redeveloping the property.

Development of Additional Public Housing Units

None currently

Designated Housing for Elderly and Disabled Families

The original Designated Housing for Elderly and Disabled Families Plan was approved on 07/29/2005. Augusta Housing Authority Board of Commissioners approved near elderly designation on 05/24/2007. A two (2) year extension was approved on September 3, 2023.

Peabody Apartments	GA0010071	1425 Walton Way	228 units
Ervin Towers	GA0010072	1365 Laney Walker Blvd	100 units
Hal Powell Apartments	GA001009	2244 Broad Street	100 units
M.M. Scot Mid-rise	GA0010012	825 Spruce Street	25 units
Powell Pointe	GA0010021	Twiggs & Wrightsboro Road	40 units

Conversion of Public Housing to Project-Based Rental Assistance under RAD

The Housing Authority of the City of Augusta, Georgia (AHA) is evaluating the potential conversion of certain public housing developments under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration (RAD) program. AHA may submit one or more applications to HUD to convert public housing assistance to long-term Section 8 project-based assistance through either Project-Based Vouchers (PBV) or Project-Based Rental Assistance (PBRA), as permitted by applicable HUD requirements.

AHA's consideration of RAD is intended to provide additional tools for the preservation, rehabilitation, recapitalization, and, where appropriate, redevelopment of its affordable housing portfolio. The final structure of any RAD transaction, including the properties and units involved, rehabilitation or redevelopment scope, financing sources, ownership structure, form of Section 8 assistance, and timing of conversion, will be determined following additional feasibility analysis, resident consultation, Board action, and HUD review and approval.

For properties identified for potential RAD conversion in this Annual Plan, AHA intends to comply with all applicable resident consultation, relocation, tenant protection, fair housing, civil rights, and other requirements established by HUD. AHA will also make any necessary revisions to its Admissions and Continued Occupancy Policy, Housing Choice Voucher Administrative Plan, waiting-list policies, or other governing policies associated with an approved conversion.

Section 8 (y) Homeownership Program [24 CFR Part 903.12(b), 903.7(k)(1)(i)]

The AHA’s homeownership program is designed to promote and support homeownership for first-time homebuyers and allows one or more family members to purchase a home. The program permits participants who meet the general requirements for admission into the AHA’s Section 8 Housing Choice Voucher Program and satisfy additional requirements, as further described in Chapter 19 of the Administrative Plan, the option of purchasing a home with their assistance rather than renting. Participation is voluntary.

There are 65 families enrolled in the Family Self-Sufficiency Program
There are 21 families currently assisted with mortgage assistance
There were 7 newly enrolled families
There are 6 graduates
Two families have closed on new homes this year through the Homeownership Program

Occupancy by Over-Income Families
None currently.

Occupancy by Police Officers
None currently.

Non-Smoking Policy

Effective July 1, 2018, the use of prohibited tobacco products by residents or guests is prohibited in all public housing living units and interior areas (including but not limited to hallways, porches, balconies, elevators, rental and administrative offices, maintenance facilities, laundry rooms, warehouses, and similar structures), as well as in outdoor areas within 25 feet from public housing, administrative and maintenance office buildings.

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, Electronic Nicotine Delivery System (ENDS) and waterpipes (hookahs).

Residents and their guests are responsible for properly disposing of cigarette butts or other tobacco products so as not to litter the grounds.

Project-Based Vouchers

The Augusta Housing Authority will operate a PBV program using up to 20 percent of its budget authority for the project-based assistance. Additional details are described in Chapter 17 of the Administrative Plan. This program is consistent with the statement of family needs. The Augusta Housing Authority may contract with a private management company to administer the waiting list for its Project Based Vouchers in its Mixed Finance Developments in strict compliance with HUD regulations and the agency's Administrative Plan.

The Augusta Housing Authority will utilize 47 Project-Based Vouchers for the upcoming development of The Villages at Meadowbrook. The Villages at Meadowbrook Phase 1 (the "Project') is the first phase of the Villages at Meadowbrook multi-phase master planned community being developed in partnership by Walton Communities, LLC, and the Augusta Affordable Housing Corporation ("AAHC"). AAHC is an instrumentality of the Housing Authority of the City of Augusta, Georgia ("AHA"), the landowner and lessor applicable to The Villages at Meadowbrook Phase 1.

Phase 1 of the project will consist of 236 units to be developed on approximately 12.080 acres of the overall 22,379-acre master site. The Project will consist of 1-, 2-, and 3-bedroom multifamily units, all of which will be income restricted and qualify for Low Income Tax Credits (LIHTC).

Of the 236 total units, there will be 47 Project-based Voucher (PBV) subsidized units, to be issued by AHA and targeting 30% AMI, 96 LIHTC-only units targeting 60% AMI, and 93 LIHTC-only units targeting 70% AMI.

The Phase 2 project will consist of 75 units for near elderly families (age 55+) on approximately 3.95 acres of the overall 22.379-acre master site. The Project will consist of 75-bedroom multifamily units. All of which will be income restricted and qualify for Low Income Housing Tax Credits (LIHTC). Of the 75 total units, there will be 15 Project-Based Voucher (PBV) subsidized units, to be issued by AHA and targeting 30% AMI, 42 LIHTC-only units targeting 60% AMI, and 18 LIHTC-only units targeting 70% AMI.

The Augusta Housing Authority has committed to providing 16 Project-Based Vouchers for the upcoming Development of Watson Pointe:

The Augusta Housing Authority has committed to providing 25 Project-Based Vouchers to Freedom's Path III.

The Augusta Housing Authority has committed to providing 44 Project-Based Vouchers to Edmond Hill.

The Augusta Housing Authority has committed to providing 15 Project-Based Vouchers to Villages at Meadowbrook Phase I.

Augusta Housing Authority plans to use 25 Housing Choice Vouchers (HCVs) for new Project-Based Vouchers with Bridge Builder Communities. This organization is developing a tiny home village for young adults (18-25) transitioning out of foster care, offering housing, life skills training, and support to help them become independent and stable members of the community.

Location/number of units

Freedom's Path
Freedom's Path
Project Based Voucher Units = 78
Census Tract = 12

FP Augusta II, LLC
Freedom's Path
Project Based Voucher Units = 20
Census Tract = 12

Hope House, Inc.
The Highlands West
Project-Based Voucher Units = 42
Census Tract=105.15

Walton Communities, LLC
The Legacy at Walton Oaks
Project-Based Voucher Units = 26
Census Tract=106.01

Walton Communities, LLC
Walton Oaks Family II
Project-Based Voucher Units = 20
Census Tract=106.01

Walton Communities, LLC
The Legacy at Walton Oaks II
Project-Based Voucher Units = 10
Census Tract=106.01

Walton Communities, LLC
Legacy at Walton Green II
Project-Based Voucher Units = 20
Census Tract=14

Walton Communities, LLC
Walton Green Phase II
Project-Based Voucher Units = 67
Census Tract=14

WC The Lenox Partnership
The Lenox Apartments
AHAP for PBV units = 20
Census Tract=111

Bridge Builders Communities
The Village
AHAP for PBV units = 25
Census Tract=109.00

Units with Approved Vacancies for Modernization

Ervin Towers (GA0010007B): Comprehensive Modernization of Ervin Towers began June 16th, 2023. Work is being completed in phases over a period of approximately 3 -5 years. Modernization will be completed unit for unit. Floors 1 through 4 were completed and turned back over to AHA for occupancy. This is a total of 33 units, all of which are now occupied.

Other Capital Grant Program
None currently.

B.3. Progress Report

The Augusta Housing Authority increased the availability of decent, safe, and affordable housing by reducing public housing vacancies, leveraging public funds to create additional housing, and obsolete public housing, and providing replacement public housing, in addition to replacement vouchers.

The Augusta Housing Authority continued to offer higher-income public housing household units at lower-income developments through promotion of the rent determination polices. In addition, AHA continued to promote income mixing in public housing by assuring access for lower-income families into higher-income developments.

The Augusta Housing Authority promotes self-sufficiency and asset development of families and individuals through its Family Self-Sufficiency programs, homeownership program, home health care programs for elderly/disabled public housing families and on-site training programs to improve resident employability for public housing families.

The Augusta Housing Authority continued to coordinate efforts with Augusta-Richmond County Housing and Economic Development Department in educating our residents and applicants of fair housing issues to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.

MOU Agreements:

1. The Housing Authority has an agreement with the Augusta Housing and Community Development Department to promote and participate in their Lead-Based Paint Hazard Reduction Program

Other Agreements:

1. The Housing Authority leases space to the Family YMCA of Greater Augusta and the Family YMCA of Atlanta to provide childcare and support services to public housing residents and the surrounding community.
2. The Housing Authority leases space to the Boys and Girls Club of the CSRA, which offers after-school and summer programs for children and teens in public housing and the surrounding community.
3. The Housing Authority has an agreement with the Boy Scouts of America Georgia-Carolina Council to provide character development, citizenship training, and leadership skills to youth residing in public housing and the surrounding community.
4. The Housing Authority has an agreement with the Girl Scouts of Historic Georgia to offer programs focused on character, citizenship, and leadership development for youth in public housing and the surrounding community.

5. The Housing Authority has an agreement with Jessye Norman School of Arts to offer after school and summer arts enrichment programs that curriculum develops youth to become creative, caring, visionary, responsible citizens through the transformative power of the arts for youth in public housing and the surrounding community.
6. The Housing Authority has an agreement with Georgia Gateway, a subsidiary of the Department of Human Services (DHS). DHS serves as an access point for social services including SNAP (Food Stamps), Temporary Assistance for Needy Families (TANF), Medicaid, and childcare programs for residents of public housing and the surrounding community.
7. The Housing Authority has an agreement with Georgia Department of Public Health to provide a mobile clinic that would increase access to quality healthcare services for residents of public housing and the surrounding community.

Other Services and Referrals:

1. Golden Harvest Food Bank provides food services to public housing residents.
2. Augusta Locally Grown offers food services and outreach programs to public housing residents.
3. Black Farm Street Inc. offers a gardening outreach program to our Allen Homes public housing residents.
4. Mercy Ministry provides food services and outreach programs to public housing residents.
5. Christ Community Health Services offers health services to public housing residents on a sliding scale. They also provide COVID-19 testing, vaccines, and boosters to staff and public housing residents, as applicable.
6. Augusta University offers smoking cessation classes to public housing residents that promote a smoke-free, healthy lifestyle in alignment with the Housing Authority's smoke-free policy.
7. Augusta University College of Nursing provides student- and instructor-supervised health services to residents in the Elderly Designated Building, as applicable.
8. Augusta University Cancer Center conducts various health education activities aimed at promoting a healthy lifestyle for public housing residents, as applicable.
9. University of Georgia conducts various health education activities aimed at promoting a healthy lifestyle for public housing residents, as applicable.

10. The Augusta Partnership for Children, Inc. delivers services focused on improving housing residents' well-being through programs centered on self-sufficiency, maternal health, life skills, educational training, and referral resources.

B.4 Capital Improvements [24 CFR Part 903.12(b), 903.7 (g)]

AHA plans to participate in the Capital Fund Program in the upcoming year and proposes to use a portion of its CFP funds to repay debt incurred to finance capital improvements. Developments are identified in the annual and 5-year capital plans where such improvements will be made and how the proceeds of the financing will be used, and the amount of the annual payments required to service the debt. AHA plans to address capital improvement needs as outlined in the comprehensive Physical Needs Assessment (see attached) for each public housing property. This will be used as a tool to reduce and prioritize capital improvement needs throughout the agency.

Capital Fund Financing Program
The AHA re-financed our CFFP Revenue Bonds on January 14, 2015, to lower our annual debt service to around 31% of our total annual Capital Fund grant amount and have more funds available to perform modernization work. We received HUD approval on December 12, 2014; to refinance the CFFP Bonds and we worked with a financial consultant to structure the deal. Our current bonds were issued in 2004 for a 20-year period until 2024, and by refinancing the bonds for a 17-year period starting in 2014, it would extend the re-payment period to 2031. The refinancing results in lowering our annual payment for the bonds from $1,356,000 to $1,016,000 for an annual savings of $340,000, and in addition, we received approximately $591,000 that was utilized for needed capital improvements. Total payments per year from 2015 to 2019 were $1,016,099.98, which included $10,060.40 for a bank fee. In 2020 total payments were $915,310.53, including the same fee. Payment amount from 2021 until paid off in 2031 is $759,797.95 per year.

Capital Fund Program Annual Statement/Performance and Evaluation Report
(Submitted for approval by HUD 02/07/2024)

Capital Fund Program Five-Year Action Plan
(See form HUD-50075.2 approved by HUD on 12/23/2025)

Proposed Modernization (Dependent upon funding availability and needs)

Olmstead Homes, GA001000010: None

Oak Pointe (GA0010005): None

Allen Homes (GA0010008): Allen Homes was awarded a Choice Neighborhood Planning Grant in November 2021. The planning process was completed in conjunction with the City of Augusta, GA as part of the Harrisburg/Laney-Walker neighborhood. The City and AHA may apply for a Choice Neighborhood Implementation Grant in 2026 or 2027 to demolish and replace Allen Homes in the Choice Neighborhood area. Funding awarded via a Choice Neighborhoods Planning - or Planning and Action – Grant supports developing a comprehensive neighborhood transformation plan for the targeted site and neighborhood. A Choice Neighborhoods Implementation Grant assists with implementing that transformation plan for the targeted site and neighborhood. Early Action activities associated with the Planning Grant were completed in 2026 and include: Public Art installation, sunshade and benches for additional community space, revitalization of existing basketball court, installation of a Little Free Library, and the installation of raised Garden Beds.

Dogwood Terrace (GA0010006): The Housing Authority of the City of Augusta, Georgia (AHA) submitted a demolition application on October 4th, 2023, to HUD for Dogwood Terrace (GA001000060) to develop new affordable, mixed-income housing on the existing site. Dogwood Terrace is a 270-unit public housing development on 26.88 acres located at 2101 15th Ave, Augusta, GA. AHA received approval for the demolition application on March 1, 2024. Tenant Protection Vouchers were received in September 2024, and all families have now relocated to other Public Housing units, Section 8 voucher residences, or private housing.

AHA will develop replacement affordable housing in multiple phases as a mixed-finance, mixed-income development serving people with incomes ranging from less than 30% of the area median to unrestricted incomes. The Agency may apply for either or both 9% and/or 4% credits under the Low-Income Housing Tax Credit Program (LIHTC). A disposition application was submitted to HUD on May 29, 2026, and was approved by HUD on June 25, 2026.

Peabody Apartments (GA001000071): None

Ervin Towers (GA0010007B): Comprehensive Modernization of Ervin Towers began June 16th, 2023. Work is being completed in phases over a period of approximately 3 -5 years. Modernization will be completed unit for unit. Floors 1 through 4 were completed and turned back over to AHA for occupancy. This is a total of 33 units, all of which are now occupied.

Hal Powell (GA0010009): None

Jennings Homes (GA00100010): None

M.M. Scott (GA0010012): None

Barton Village (GA0010014): None

Overlook Apartments (GA0010016): None

Powell Pointe (GA0010000210): None

B.5 Fiscal Year Audit

The annual audit of the major programs was completed on December 11, 2025. There were no findings or recommendations included in the audit reports.

Administrative Services

Meeting Date: 11/24/26

2027 Annual Bid Award Recommendation – Procurement Department

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Department: Procurement Department

Presenter: Andy Penick

Caption: Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 27-066 Warehouse Supplies / Utilities Department, 27-053 Welding and Fabrication and 27-129 Landscape Maintenance Services / Engineering and Environmental Services Department. The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.

Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code. The Annual Bid Item for consideration includes the following items:

Utilities Department:27-066 Warehouse Supplies – Budget $1,500,000.00

Recommend award to ET Industrial, Ferguson Waterworks and Fortiline waterworks.

Engineering and Environmental Services Department:

27-053 Welding and Fabrication Budget $36,000.00 recommend award to SectorOne.

27-129 Landscape Maintenance Services $40,000.00 recommend award to LEP Contracting.

Analysis: The Department may need to submit requisitions for the purchase of items that exceed the $25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

	Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.
Financial Impact:	User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility. The payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.
Alternatives:	Deny and require the user departments to follow the Procurement Code for acquiring quotes for the services needed.
Recommendation:	The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.
Funds are available in the following accounts:	User Department are responsible for the procurement of items within their 2027 proposed budget.
REVIEWED AND APPROVED BY:	N/A

UTILITIES DEPARTMENT

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Andy Penick, Director – Procurement
Nancy Williams – Contract Compliance Administrator
April Payne – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Michael Bryant, Project Manager
Everett Jennings, Warehouse Manager

SUBJECT: **Warehouse Supplies (Bid Item #27-066) Commission Approval**

Date: November 5, 2026

Augusta Utilities wishes to obtain full Commission approval for purchases made from the ITB 27-066 (Warehouse Supplies). This annual bid contains essential supplies to support MRO (Maintenance-Repairs-Operations) functions of the department.

Thank you for your assistance with this request.

Jess Thompson

Approved for Wes Byne 11/05/2026 11/05/2026

Wes Byne, P.E. – Director, Utilities Department **Date**

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Bid Item #27-066
Warehouse Supplies - Annual Contract
for Augusta Georgia - Utilities Department
Bid Date: Thursday, October 22, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
Demandstar notifications: 19
Demandstar download: 7
Georgia Procurement Registry: 0
Total packages submitted: 3
Total Noncompliant: 0

Vendors:	ET Industrial Supply Company Inc. 3208-B Mike Padgett Highway Augusta, GA 30906	Ferguson Water Works 1824 Barton Chapel Road Augusta, GA 30909	Fortiline Water Works 1628 Barton Chapel Augusta, GA 30909
Exhibit A	YES	YES	YES
Exhibit B	YES	YES	YES
Exhibit C	YES	YES	YES

Brass Fittings (NO LEAD)

Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1	100	2" Corporation Stop, CC X MIP	No bid	No bid	$277.00	$27,700.00	$295.19	$29,519.00
2	100	2" Corporation Stop, CC X FIP	No bid	No bid	$275.00	$27,500.00	$295.19	$29,519.00
3	600	3/4" Curb Stop Female X Female	No bid	No bid	$66.00	$39,600.00	$70.87	$42,522.00
4	600	3/4" Curb Stop Female X Compression (ex. AY McDonald 76102WQ | Ford B41-233W-Q-NL)	No bid	No bid	$49.00	$29,400.00	$52.77	$31,662.00
5	200	3/4" Curb Stop Compression X Compression	No bid	No bid	$84.00	$16,800.00	$90.44	$18,088.00
6	600	3/4" Angled Curb Stops	No bid	No bid	$55.10	$33,060.00	$58.79	$35,274.00
7	600	1" Curb Stop Female X Female	No bid	No bid	$101.80	$61,080.00	$108.62	$65,172.00

8	600	1" Curb Stop Female X Compression (ex. AY McDonald 76102WQ | Ford B41-233W-Q-NL)	No bid	No bid	$113.00	$67,800.00	$120.91	$72,546.00
9	200	1" Curb Stop Compression X Compression	No bid	No bid	$126.10	$25,220.00	$134.52	$26,904.00
10	600	1" Angled Curb Stops	No bid	No bid	$112.00	$67,200.00	$119.44	$71,664.00
11	200	3/4" Service Elbow Comp/MIP Thread L84-333/4"	No bid	No bid	$20.00	$4,000.00	$21.71	$4,342.00
12	200	1" Service Elbow Comp/MIP Thread L84-44 1" S	No bid	No bid	$34.00	$6,800.00	$36.15	$7,230.00
13	200	3/4" Copper to Iron Compression/Compression C84-33 G	No bid	No bid	$18.60	$3,720.00	$19.85	$3,970.00
14	200	1" Copper to Iron Compression C84-44 G	No bid	No bid	$22.00	$4,400.00	$23.51	$4,702.00
15	200	3/4" Copper to Copper Compression/Compression C44-33 G	No bid	No bid	$22.00	$4,400.00	$24.15	$4,830.00
16	200	1" Copper to Copper Compression/Compression C44-44 G.	No bid	No bid	$26.00	$5,200.00	$27.63	$5,526.00
17	100	1- 1/2" Ball Valve F x F B11-666	No bid	No bid	$205.00	$20,500.00	$216.66	$21,666.00
18	100	2" Ball Valve B11-777	No bid	No bid	$300.00	$30,000.00	$316.86	$31,686.00
19	500	Adapter, Meter, Brass 1" x 3/4"	No bid	No bid	$25.00	$12,500.00	$29.00	$14,500.00
20	500	Bushing, Brass 1" IPS x 3/4" IPS	No bid	No bid	$5.62	$2,810.00	$6.35	$3,175.00
21	100	3/4" Corp Stop, CC X Compression	No bid	No bid	$60.00	$6,000.00	$63.99	$6,399.00
22	100	1" Corp Stop, CC X Compression	No bid	No bid	$79.00	$7,900.00	$84.16	$8,416.00
23	75	3/4" x 4" Brass Nipple	No bid	No bid	$8.77	$657.75	$9.75	$731.25
24	75	3/4" x 6" Brass Nipple	No bid	No bid	$12.82	$961.50	$14.00	$1,050.00

25	75	1" PVC Female Adapter	No bid	No bid	$0.75	$56.25	$1.00	$75.00
26	75	1" x 4" Brass Nipple	No bid	No bid	$12.71	$953.25	$13.90	$1,042.50
27	75	1-1/4" x 4" Brass Nipple Pipe	No bid	No bid	$17.88	$1,341.00	$19.55	$1,466.25
28	75	1-1/4" x 6" Brass Nipple	No bid	No bid	$24.33	$1,824.75	$28.45	$2,133.75
29	75	1-1/2" x 4" Brass Nipple	No bid	No bid	$20.79	$1,559.25	$24.30	$1,822.50
30	75	1-1/2" x 6" Brass Nipple	No bid	No bid	$30.71	$2,303.25	$36.00	$2,700.00
31	75	2" x 4" Brass Nipple	No bid	No bid	$26.74	$2,005.50	$31.30	$2,347.50
32	75	2" x 6" Brass Nipple	No bid	No bid	$39.49	$2,961.75	$46.20	$3,465.00
33	75	3/4" Brass Nipple, Close	No bid	No bid	$4.06	$304.50	$4.75	$356.25
34	75	1" Brass Nipple, Close	No bid	No bid	$5.99	$449.25	$6.85	$513.75
35	75	1-1/4" Brass Nipple, Close	No bid	No bid	$8.88	$666.00	$10.35	$776.25
36	75	1-1/2" Brass Nipple, Close	No bid	No bid	$11.55	$866.25	$13.45	$1,008.75
37	75	2" Brass Nipple, Close	No bid	No bid	$17.59	$1,319.25	$19.20	$1,440.00
38	75	2" Brass Couplings	No bid	No bid	$29.93	$2,244.75	$31.65	$2,373.75
39	75	2" Brass 90-degree elbow	No bid	No bid	$34.72	$2,604.00	$36.70	$2,752.50
TOTAL			No bid	No bid	$2,383.93	$526,668.25	$2,564.16	$565,367.00
PVC Fittings (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
40	100	4" PVC Sewer Tee Wye Glue x Glue for SDR35 Pipe	No bid	No bid	$10.89	$1,089.00	$10.87	$1,087.00
41	100	4" PVC Sewer Threaded Clean Out Plug for SDR35 Pipe	No bid	No bid	$41.13	$4,113.00	$4.25	$425.00

42	100	4" PVC Sewer Female Adapter for SDR35 Pipe	No bid	No bid	$6.79	$679.00	$6.77	$677.00
42.1	200	6" PVC Sewer Tee Wye Glue x Glue for SDR35 Pipe	No bid	No bid	$74.82	$14,964.00	$75.00	$15,000.00
43	150	6" PVC Sewer Threaded Clean Out Plug for SDR35 Pipe	No bid	No bid	$20.75	$3,112.50	$20.69	$3,103.50
44	150	6" PVC Sewer Female Adapter for SDR35 Pipe	No bid	No bid	$32.09	$4,813.50	$31.98	$4,797.00
45	200	6" PVC Elbow 45 for SDR35 Pipe Glue x Glue	No bid	No bid	$20.35	$4,070.00	$20.28	$4,056.00
46	100	4" PVC Elbow 45 Glue x Spigot for SDR35 Pipe	No bid	No bid	$7.01	$701.00	$6.99	$699.00
47	100	6" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$24.83	$2,483.00	$24.76	$2,476.00
48	100	4" PVC Elbow 45 Glue x Spigot for SDR35 Pipe	No bid	No bid	$7.01	$701.00	$6.99	$699.00
49	100	6" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$24.83	$2,483.00	$24.76	$2,476.00
50	100	4" PVC Elbow 22-1/2" Glue x Glue for SDR35 Pipe	No bid	No bid	$5.68	$568.00	$5.75	$575.00
51	50	4" Backwater Valve (Sewer), PVC	No bid	No bid	$100.00	$5,000.00	$120.00	$6,000.00
52	50	6" Backwater Valve (Sewer), PVC	No bid	No bid	$475.00	$23,750.00	$454.00	$22,700.00
53	75	8" x 6" Sewer Tee Wye (glue type)	No bid	No bid	$83.36	$6,252.00	$83.10	$6,232.50
54	50	Flange Kit, Brass, 1-1/2"	No bid	No bid	$90.21	$4,510.50	NO bid	NO bid
55	50	Flange Kit, Brass, 2"	No bid	No bid	$96.48	$4,824.00	NO bid	NO bid
56	20	2"C87 -77-NL Cplg MIX x PJ PVC	No bid	No bid	$110.00	$2,200.00	$117.11	$2,342.20
57	20	2" C17 -77NL Cplg FIP XPJ (PVC)	No bid	No bid	$126.20	$2,524.00	$134.59	$2,691.80
58	20	2" C77-77NL Cplg PJ(PVC)	No bid	No bid	$165.79	$3,315.80	$176.77	$3,535.40

59	100	2" C84-77G- NL CTS GT X MIP	No bid	No bid	$87.90	$8,790.00	$93.76	$9,376.00
TOTAL			No bid	No bid	$1,611.12	$100,943.30	$1,418.42	$88,948.40
GALVANIZED FITTINGS, NIPPLE (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
60	100	3/4" X 2" Galv Nipple	No bid	No bid	$3.70	$370.00	$1.50	$150.00
61	100	2" Galv All thread Nipple	No bid	No bid	$10.20	$1,020.00	$5.00	$500.00
62	200	3/4" Galv Comp Coup (LS) Dresser	No bid	No bid	$12.25	$2,450.00	$14.00	$2,800.00
63	200	1" Galv Comp Coup (LS) Dresser	No bid	No bid	$16.00	$3,200.00	$18.00	$3,600.00
64	100	1-1/4" Galv Dresser Coupling	No bid	No bid	$20.00	$2,000.00	$23.00	$2,300.00
65	100	1-1/2" Galv Dresser Coupling	No bid	No bid	$22.00	$2,200.00	$25.00	$2,500.00
66	200	2" Galv Comp Coup (LS) Dresser	No bid	No bid	$34.00	$6,800.00	$38.00	$7,600.00
TOTAL			No bid	No bid	$118.15	$18,040.00	$124.50	$19,450.00
Meter Couplings, Washers								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
67	2000	3/4" Meter Coupling (5680 Hayes or Equal)	No Bid	No Bid	$8.00	$16,000.00	$8.00	$16,000.00
68	400	1" Meter Coupling (5680 Hayes or Equal)	No Bid	No Bid	$11.50	$4,600.00	$12.00	$4,800.00
TOTAL			No Bid	No Bid	$19.50	$20,600.00	$20.00	$20,800.00
Manhole Cover and Rings (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price

69	20	23-3/4" Locking Ring and Cover (Bolt Down)	No Bid	No Bid	$499.00	$9,980.00	$390.00	$7,800.00
70	50	23-3/4" Manhole Lids (Cover only) Bolt Down	No Bid	No Bid	$183.40	$9,170.00	$270.00	$13,500.00
71	20	23-3/4" Manhole ring and cover (Non-locking)	No Bid	No Bid	$377.25	$7,545.00	$351.00	$7,020.00
72	50	23-3/4" Manhole Lids (Cover only) Non-locking	No Bid	No Bid	$155.45	$7,772.50	$162.00	$8,100.00
73	60	1" Manhole Ring Riser 24"	No Bid	No Bid	$53.00	$3,180.00	$61.00	$3,660.00
74	30	6" Cement Grade Ring	No Bid	No Bid	$100.00	$3,000.00	$90.00	$2,700.00
TOTAL			No bid	No bid	$1,368.10	$40,647.50	$1,324.00	$42,780.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
75	30	4" Cement Grade Ring	No Bid	No Bid	$87.20	$2,616.00	$75.00	$2,250.00
76	30	2" Cement Grade Ring	No Bid	No Bid	$75.00	$2,250.00	$65.00	$1,950.00
77	15	1" x 23 ¾" Adjustable Ring	No Bid	No Bid	$100.00	$1,500.00	No bid	No bid
78	15	2" x 23 ¾" Adjustable Ring	No Bid	No Bid	$125.00	$1,875.00	No bid	No bid
TOTAL			No bid	No bid	$387.20	$8,241.00	$140.00	$4,200.00
Fernco Coupling & Max Adaptors (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
79	100	Fernco Coupling, 4" Clay x 4" PVC	No Bid	No Bid	$5.81	$581.00	$7.00	$700.00
80	100	Fernco Coupling, 4" Concrete to 4" PVC	No Bid	No Bid	$6.27	$627.00	$8.75	$875.00
81	100	Fernco Coupling, 4" PVC to 4" PVC	No Bid	No Bid	$5.81	$581.00	$6.75	$675.00
82	100	Fernco Coupling, 6" Clay x 6" PVC	No Bid	No Bid	$12.41	$1,241.00	$17.00	$1,700.00

83	100	Fernco Coupling, 6" Concrete x 6" PVC	No Bid	No Bid	$13.73	$1,373.00	$18.75	$1,875.00
84	100	Fernco Coupling, 6" PVC x 6" PVC	No Bid	No Bid	$12.41	$124.00	$15.50	$1,550.00
85	100	Fernco Coupling, 8" Clay x 8" PVC	No Bid	No Bid	$19.09	$1,909.00	$23.00	$2,300.00
86	100	Fernco Coupling, 8" Concrete x 8" PVC	No Bid	No Bid	$20.60	$2,060.00	$27.00	$2,700.00
87	100	Fernco Coupling, 8" PVC x 8" PVC	No Bid	No Bid	$19.09	$1,909.00	$18.50	$1,850.00
88	100	Fernco Coupling, 10" Clay x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$32.75	$3,275.00
89	100	Fernco Coupling, 10" Concrete x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$66.00	$6,600.00
90	100	Fernco Coupling, 10" PVC x 10" PVC	No Bid	No Bid	$28.67	$2,867.00	$27.00	$2,700.00
91	100	Fernco Coupling, 12" Clay x 12" PVC	No Bid	No Bid	$33.46	$3,346.00	$46.50	$4,650.00
92	100	Fernco Coupling, 12" Concrete x 12" PVC	No Bid	No bid	$33.46	$3,346.00	$109.00	$10,900.00
93	100	Fernco Coupling, 12" PVC x 12" PVC	No Bid	No bid	$33.46	$3,346.00	$35.50	$3,550.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
94	100	Fernco Coupling, 6" Clay x 4" PVC	No Bid	No bid	$14.58	$1,458.00	$16.00	$1,600.00
95	75	Fernco Coupling, 6" PVC x 4" PVC	No Bid	No bid	$14.58	$1,093.50	$14.25	$1,068.75
96	200	Fernco Coupling, 8" PVC x 6" PVC	No Bid	No bid	$23.06	$4,612.00	$19.75	$3,950.00
97	100	Fernco Coupling, 8" Concrete x 6" PVC	No Bid	No bid	$25.34	$2,534.00	$63.00	$6,300.00
98	100	Fernco Coupling, 8" Clay x 6" PVC	No Bid	No bid	$23.06	$2,306.00	$31.00	$3,100.00
99	120	4" Max Adaptor	No Bid	No bid	$87.40	$10,488.00	$95.00	$11,400.00
100	100	6" Max Adaptor	No Bid	No bid	$130.19	$13,019.00	$140.00	$14,000.00

101	100	8" Max Adaptor	No Bid	No bid	$171.45	$17,145.00	$185.00	$18,500.00
102	100	10" Max Adaptor	No Bid	No bid	$214.24	$21,424.00	$232.00	$23,200.00
103	100	12" Max Adaptor	No Bid	No bid	$257.02	$25,702.00	$278.00	$27,800.00
104	100	6" Max Adaptor OS 6.27-8.10 OD	No Bid	No bid	$150.80	$15,080.00	$163.00	$16,300.00
TOTAL			No Bid	No bid	$1,413.33	$143,905.50	$1,696.00	$173,118.75
Sewer Saddles								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
105	100	4" Sewer Saddle, Flexible	No bid	No bid	$50.00	$5,000.00	$55.00	$5,500.00
106	150	6" Sewer Saddle, Flexible		No bid	$65.00	$9,750.00	$69.00	$10,350.00
TOTAL			No bid	No bid	$115.00	$14,750.00	$124.00	$15,850.00
Join/Restrain Couplings (Hymax/Smith-Blair) (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**UNIT COST**	**Extended Price**	**UNIT COST**	**Extended Price**	**UNIT COST**	
107	150	2" Hymax Coupling (210/303) HC	No Bid	No bid	$152.99	$22,948.50	$156.22	$23,433.00
108	50	3" Hymax Coupling (346/433) HC	No Bid	No bid	$201.81	$10,090.50	$206.07	$10,303.50
109	20	4" Hymax Coupling (425/563) HC	No Bid	No bid	$258.60	$5,172.00	$264.05	$5,281.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
110	100	6" Hymax Coupling (642/768) HC	No Bid	No bid	$342.49	$34,249.00	$349.70	$34,970.00
111	100	8" Hymax Coupling (854/984) HC	No Bid	No bid	$386.67	$38,667.00	$394.82	$39,482.00

112	40	10" Hymax Coupling (1096/1226) HC	No Bid	No bid	$525.95	$21,038.00	$537.03	$21,481.20
113	40	12" Hymax Coupling (1315/1441) HC	No Bid	No bid	$702.04	$28,081.60	$717.19	$28,687.60
114	100	6" Hymax Grip Coupling (650/720) HC	No Bid	No bid	$462.04	$46,204.00	$471.77	$47,177.00
115	100	8" Hymax Grip Coupling (850/940) HC	No Bid	No bid	$596.76	$59,676.00	$609.33	$60,933.00
116	50	6" x 8" Hymax Restrained (Grip Reducer) Coupling	No Bid	No bid	$971.88	$48,594.00	$818.43	$40,921.50
117	50	6" x 8" Smith-Blair Restrained Coupling	No Bid	No bid	$1,050.00	$52,500.00	No bid	No bid
TOTAL			No Bid	No bid	$5,037.83	$329,009.60	$3,898.27	$273,652.30
Valve Boxes and Tops (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
118	296	6" Concrete Valve Box Pad	No Bid	No bid	$17.00	$5,032.00	$21.50	$6,364.00
119	100	1" Valve Box Riser	No Bid	No bid	$19.00	$1,900.00	$22.00	$2,200.00
120	100	1- 1/2" Valve Box Riser	No Bid	No bid	$24.00	$2,400.00	$27.00	$2,700.00
121	100	2" Valve Box Riser	No Bid	No bid	$25.00	$2,500.00	$27.00	$2,700.00
122	50	3" Valve Box Riser	No Bid	No bid	$33.00	$1,650.00	$37.00	$1,850.00
123	50	4" Valve Box Riser	No Bid	No bid	$37.00	$1,850.00	$43.00	$2,150.00
124	25	Valve Box complete (with top), screw down, 24"x36"	No Bid	No bid	$95.00	$2,375.00	$103.00	$2,575.00
125	25	Valve Box complete (with top), adjustable, screw down, 36"-48"	No Bid	No bid	$155.00	$3,875.00	$119.00	$2,975.00

126	3000	Meter Box Top, Poly, Oval, Standard (10x19) with read hole (AMR), "Heavy Duty" rated (Nicor - Read Rite), BLUE OR BLACK, NO tab	No Bid	No bid	$33.00	$99,000.00	$34.00	$102,000.00
127	500	Meter Box Top, Poly, Oval, Standard (10x19) without read hole (Flat), "Heavy Duty" rated (Nicor - Read Rite), BLUE OR BLACK, NO tab	No Bid	No bid	$33.00	$16,500.00	$34.00	$17,000.00
Item #	**Est. Qty.**	**Part Description**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**	**Unit Cost**	**Extended Price**
128	3000	Meter Box Top, Poly, Rectangle, Standard with read hole (AMR), "Heavy Duty" rated (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$61,500.00	$24.00	$72,000.00
129	500	Meter Box Top, Poly, Rectangle, Standard without read hole (Flat), "Heavy Duty" rated (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$10,250.00	$24.00	$12,000.00
130	5000	Meter Box Top, Poly, Rectangle, Standard with read hole (AMR), "Light Duty" rated with locating disc (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$102,500.00	$22.00	$110,000.00
131	500	Meter Box Top, Poly, Rectangle, Standard without read hole (Flat), "Light Duty" rated with locating disc (Nicor - Read Rite, B9X), BLUE OR BLACK, NO tab	No Bid	No bid	$20.50	$10,250.00	$22.00	$11,000.00
132	1000	Meter Box, poly, rectangular, standard, Rhino-brand model MB-16L OR NDS-brand model D1200-B/O (must specify which)	No Bid	No bid	$18.00	$18,000.00	$20.00	$20,000.00

133	200	Meter Box, rectangular, extension, 6", NDS-brand model D600E-EXT	No Bid	No bid	$12.00	$2,400.00	$16.00	$3,200.00
TOTAL			No Bid	No bid	$583.00	$341,982.00	$595.50	$370,714.00
Repair Bands (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
134	50	Repair Band/Clamp, ½" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$22.00	$1,100.00	$22.28	$1,114.00
135	100	Repair Band/Clamp, ¾" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$22.00	$2,200.00	$22.72	$2,272.00
136	50	Repair Band/Clamp, 1" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$23.00	$1,150.00	$23.68	$1,184.00
137	75	Repair Band/Clamp, 2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$26.00	$1,950.00	$27.58	$2,068.50
138	50	Repair Band/Clamp, ½" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$46.00	$2,300.00	$47.78	$2,389.00
139	50	Repair Band/Clamp, ¾" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$47.00	$2,350.00	$47.90	$2,395.00
140	100	Repair Band/Clamp, 1" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* CTS	No Bid	No bid	$48.00	$4,800.00	$48.15	$4,815.00
TOTAL			No Bid	No bid	$234.00	$15,850.00	$240.09	$16,237.50
Item #	Est. Qty.	Part Description	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price

141	**100**	Repair Band/Clamp, 2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$49.00	$4,900.00	$51.23	$5,123.00
142	**100**	Repair Band/Clamp, 1/2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$22.00	$2,200.00	$22.44	$2,244.00
143	**100**	Repair Band/Clamp, 1/2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$47.00	$4,700.00	$47.78	$4,778.00
144	**100**	Repair Band/Clamp, 1" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$23.00	$2,300.00	$24.00	$2,400.00
145	**100**	Repair Band/Clamp, 1" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$47.00	$4,700.00	$48.40	$4,840.00
146	**100**	Repair Band/Clamp, 1-1/2" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$24.00	$2,400.00	$28.00	$2,800.00
147	**100**	Repair Band/Clamp, 1-1/2" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$48.00	$4,800.00	$49.93	$4,993.00
148	**100**	Repair Band/Clamp, 1-1/4" x 3" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$24.00	$2,400.00	$27.90	$2,790.00
149	**100**	Repair Band/Clamp, 1-1/4" x 6" Handiband, Smith-Blair #244 Full Circle Redi-Clamp or equal* IPS	No Bid	No bid	$48.00	$4,800.00	$48.99	$4,899.00
150	**100**	Repair Band/Clamp, 2" x 15" (235-263) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$105.00	$10,500.00	$108.07	$10,807.00

151	**100**	Repair Band/Clamp, 3" x 15" (346-370) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$122.00	$12,200.00	$124.10	$12,410.00
152	**100**	Repair Band/Clamp, 6" x 15" (684-724) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$15,500.00	$156.85	$15,685.00
153	**100**	Repair Band/Clamp, 6" x 15" (656-696) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$145.00	$14,500.00	$149.70	$14,970.00
154	**100**	Repair Band/Clamp, 6" x 15" (705-745) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$15,500.00	$158.89	$15,889.00
155	**100**	Repair Band/Clamp, 6" x 15" (684-764) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$225.00	$22,500.00	$226.18	$22,618.00
156	**75**	Repair Band/Clamp, 8" x 15" (898-936) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$190.00	$14,250.00	$192.62	$14,446.50
157	**75**	Repair Band/Clamp, 8" x 15" (970-1010) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$217.40	$16,305.00	$219.62	$16,471.50
158	**75**	Repair Band/Clamp, 8" x 15" (854-894) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$184.80	$13,860.00	$187.00	$14,025.00
159	**75**	Repair Band/Clamp, 8" x 15" (899-979) Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$249.00	$18,675.00	$257.20	$19,290.00
160	**10**	Repair Band/Clamp, 8" X 12-1/2" (899-939), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$159.70	$1,597.00	$161.65	$1,616.50

161	**10**	Repair Band/Clamp, 8" X 15" (970-1010), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$217.40	$2,174.00	$219.62	$2,196.20
162	**20**	Repair Band/Clamp, 8" X 7-1/2" (933-971), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$102.10	$2,042.00	$104.00	$2,080.00
163	**20**	Repair Band/Clamp, 8" X 15" (899-979), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$249.00	$4,980.00	$257.20	$5,144.00
164	**20**	Repair Band/Clamp, 8" X 12-1/2" (854-894), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$155.00	$3,100.00	$156.86	$3,137.20
165	**20**	Repair Band/Clamp, 10" X 15" (1110-1190), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$322.00	$6,440.00	$333.95	$6,679.00
166	**20**	Repair Band/Clamp, 10" X 15" (1104-1144), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$235.00	$4,700.00	$240.53	$4,810.60
167	**20**	Repair Band/Clamp, 10" X 15" (1134-1174), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$240.00	$4,800.00	$245.78	$4,915.60
168	**20**	Repair Band/Clamp, 12" X 15" (1400-1440), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$285.00	$5,700.00	$290.20	$5,804.00
169	**20**	Repair Band/Clamp, 12" X 15" (1370-1410), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$280.00	$5,600.00	$286.50	$5,730.00
170	**20**	Repair Band/Clamp, 12" X 15" (1340-1380), Smith-Blair 226 Full Circle Repair Clamp or equal* IPS	No Bid	No bid	$275.00	$5,500.00	$281.05	$5,621.00

171	20	Repair Band/Clamp, 16"X15" (1715-1790), Smith-Blair 228 Full Circle Repair Clamp DI Lug or equal* IPS	No Bid	No bid	$555.00	$11,100.00	$575.33	$11,506.60
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
172	20	Repair Band/Clamp, 18"X15" (1923-1998), Smith-Blair 228 Full Circle Repair	No Bid	No bid	$585.00	$11,700.00	$607.00	$12,140.00
TOTAL			No Bid	No bid	$5,740.40	$256,423.00	$5,888.57	$262,859.70
M.J. Valves - Open Left (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
173	40	6" M.J. Valve w/acc Open Left	No Bid	No bid	$890.00	$35,600.00	$908.00	$36,320.00
174	20	8" M. J. Valve w/acc Open Left	No Bid	No bid	$1,418.00	$28,360.00	$1,447.00	$28,940.00
175	40	2" Iron Body Valve w/2" Female Thread	No Bid	No bid	$424.00	$16,960.00	$445.00	$17,800.00
176	10	4" M.J. Valve w/acc (Open Right)	No Bid	No bid	$697.00	$6,970.00	$713.00	$7,130.00
177	40	6" M.J. Valve w/acc (Open Right)	No Bid	No bid	$890.00	$35,600.00	$908.00	$36,320.00
178	20	8" M.J. Valve w/acc (Open Right)	No Bid	No bid	$1,418.00	$28,360.00	$1,447.00	$28,940.00
179	20	10" M.J. Valve w/acc (Open Left)	No Bid	No bid	$2,207.00	$44,140.00	$2,255.00	$45,100.00
180	20	10" M. J. Valve w/acc (Open Right)	No Bid	No bid	$2,207.00	$44,140.00	$2,255.00	$45,100.00
181	10	12" M.J. Valve w/acc (Open Left)	No Bid	No bid	$2,794.00	$27,940.00	$2,853.00	$28,530.00
182	10	12" M. J. Valve w/acc (Open Right)	No Bid	No bid	$2,794.00	$27,940.00	$2,853.00	$28,530.00
183	4	16" M.J. Valve w/acc and gearing (Open Right)	No Bid	No bid	$9,542.00	$38,168.00	$9,472.00	$37,888.00

184	4	16" M.J. Valve w/acc (Open Left)	No Bid	No bid	$8,485.00	$33,940.00	$8,529.00	$34,116.00
TOTAL			No Bid	No bid	$33,766.00	$368,118.00	$34,085.00	$374,714.00
Tapping Saddles (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
185	30	2" x 1" CC Tapping Saddle (235-256) Double Strap 313	No Bid	No bid	$22.00	$660.00	$22.00	$660.00
186	20	4" x 1" CC Tapping Saddle (474-563) Double Strap	No Bid	No bid	$39.65	$793.00	$40.00	$800.00
187	50	6" x 1" CC Tapping Saddle (684-760) Double Strap	No Bid	No bid	$44.35	$2,217.50	$43.86	$2,193.00
188	50	6" x 1" CC Tapping Saddle (594-690) Double Strap	No Bid	No bid	$43.15	$2,157.50	$42.66	$2,133.00
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**				
189	50	6" x 2" CC Tapping Saddle (663-690) Double Strap	No Bid	No bid	$51.25	$2,562.50	$50.67	$2,533.50
190	30	6" x 2" CC Tapping Saddle (687-760) Double Strap 313	No Bid	No bid	$52.50	$1,575.00	$51.84	$1,555.20
191	24	8" x 1" CC Tapping Saddle (796-872) Double Strap 313	No Bid	No bid	$52.15	$1,251.60	$52.00	$1,248.00
192	12	8" x 2" CC Tapping Saddle (854-1010) Double Strap	No Bid	No bid	$62.90	$754.80	$63.00	$756.00
193	36	8" x 1" CC Tapping Saddle (854-1010) Double Strap	No Bid	No bid	$56.35	$2,028.60	$56.00	$2,016.00
194	12	10" x 2" CC Tapping Saddle (1061-1212) Double Strap	No Bid	No bid	$74.80	$897.60	$74.00	$888.00
195	12	10"x 1" CC Tapping Saddle (1064-1212) Double Strap	No Bid	No bid	$63.90	$766.80	$64.00	$768.00

196	12	12 x 1" CC Tapping Saddle (1262-1432) Double Strap	No Bid	No bid	$64.35	$772.20	$64.35	$772.20
TOTAL			No Bid	No bid	$478.20	$10,609.10	$475.86	$10,536.90
Pipe: Galvanized, PVC and Copper Tubing (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
197	1000	4" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$1.82	$1,820.00	$3.00	$3,000.00
198	3000	6" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$4.13	$12,390.00	$6.00	$18,000.00
199	2000	8" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$7.49	$14,980.00	$10.00	$20,000.00
200	2000	10" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$11.67	$23,340.00	$15.50	$31,000.00
201	1200	12" PVC SDR35 Sewer Pipe SDR26 w/Lub (Gasketed)	No Bid	No bid	$18.78	$22,536.00	$22.00	$26,400.00
201	600	6" DIP Class 350 Water Pipe	No Bid	No bid	$29.00	$17,400.00	$31.00	$18,600.00
201	300	8" DIP Class 350 Water Pipe	No Bid	No bid	$38.00	$11,400.00	$41.00	$12,300.00
201	100	10" DIP Class 350 Water Pipe	No Bid	No bid	$45.00	$4,500.00	$49.00	$4,900.00
201	100	12" DIP Class 350 Water Pipe	No Bid	No bid	$58.00	$5,800.00	$63.00	$6,300.00
202	200	16" DIP Class 350 Water Pipe	No Bid	No bid	$94.00	$18,800.00	$103.00	$20,600.00
203	200	20" DIP Class 350 - Water	No Bid	No bid	$130.00	$26,000.00	$142.00	$28,400.00
204	1000	4" C900 DR14 Water Pipe	No Bid	No bid	$5.72	$5,720.00	$6.50	$6,500.00
205	2000	6" C900 DR14 Water Pipe	No Bid	No bid	$11.46	$22,920.00	$12.75	$25,500.00
206	2000	8" C900 DR14 Water Pipe	No Bid	No bid	$19.71	$39,420.00	$22.00	$44,000.00
207	1000	10" C900 DR14 Water Pipe	No Bid	No bid	$30.03	$30,030.00	$33.50	$33,500.00
208	1000	12" C900 DR14 Water Pipe	No Bid	No bid	$42.46	$42,460.00	$47.00	$47,000.00
209	200	16" C900 DR14 Water Pipe	No Bid	No bid	$62.00	$12,400.00	$63.50	$12,700.00

210	200	20" C900 DR14 Water Pipe	No bid	No bid	$97.64	$19,528.00	$106.00	$21,200.00
211	2000	2" HDPE IPS DR9 Poly pipe roll - 300'	No bid	No bid	$1.89	$3,780.00	$2.40	$4,800.00
TOTAL			No bid	No bid	$708.80	$335,224.00	$779.15	$384,700.00
Tools & Miscellaneous Parts (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
212	50	Square Point Open Back Blade 48" Fiberglass Handle (Razor Back Brand or like quality)	$42.72	$2,136.00	$37.00	$1,850.00	No Bid	No Bid
213	50	Round Point Open Back Blade 48" Fiberglass Handle (Razor Back Brand or like quality)	$39.53	$1,976.50	$37.00	$1,850.00	No Bid	No Bid
214	20	Fiberglass Closed Back Drain Spade Long Handle #47-602 (Razor Back Brand or	$81.45	$1,629.00	$61.00	$1,220.00	No Bid	No Bid
215	20	Fiberglass Handle Forged Bow Rake #63-184 (Razor Back Brand or like quality)	$46.07	$921.40	$41.00	$820.00	No Bid	No Bid
216	40	36" Manhole Hooks (Red)	$50.25	$2,010.00	$35.00	$1,400.00	$39.00	$1,560.00
217	12	Wooden Oak Handle Bush Axe (Razor Back Brand or like quality)	$58.00	$696.00	$49.00	$588.00	No bid	No bid
218	50	3/4" pressure Reducing Valve (PRV) Watts or equal	No Bid	No bid	$133.00	$6,650.00	$149.00	$7,450.00
219	48	1" pressure Reducing Valve (PRV) Watts or equal	No Bid	No bid	$185.00	$8,880.00	$208.00	$9,984.00
220	20	3/4" Gate Valve (Hand) Brass	No Bid	No bid	$14.00	$280.00	$19.50	$390.00
221	20	1" Gate Valve (Hand) Brass	No Bid	No bid	$16.00	$320.00	$29.00	$580.00
222	20	2" Gate Valve (Hand) Brass	No Bid	No bid	$52.00	$1,040.00	$69.75	$1,395.00

223	25	"Mighty Probe" Probing Rod, T-handle, 48" length	No Bid	No bid	$78.00	$1,950.00	$87.00	$2,175.00
TOTAL			No Bid	No bid	$738.00	$26,848.00	$601.25	$23,534.00
M.J. ELBOWS AND TEE'S (FUSION BONDED (AWWA C116) EPOXY COATED FOR WATER PIPE) (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
224	4	6" M.J. Elbow 22-1/2 degree	No Bid	No bid	$117.00	$468.00	$145.00	$580.00
225	10	6" M.J. Elbows 45 degree	No Bid	No bid	$128.70	$1,287.00	$158.00	$1,580.00
226	8	6" M.J. Elbow 90 degree	No Bid	No bid	$159.25	$1,274.00	$195.00	$1,560.00
227	6	8" M.J. Elbows 22-1/2 degree	No Bid	No bid	$182.65	$1,095.90	$225.00	$1,350.00
228	6	8" M.J. Elbows 45 degree	No Bid	No bid	$187.85	$1,127.10	$331.00	$1,986.00
229	6	8" M.J. Elbows 90 degree	No Bid	No bid	$228.80	$1,372.80	$281.00	$1,686.00
230	6	10" M.J. Elbow 45 degree	No Bid	No bid	$269.75	$1,618.50	$330.00	$1,980.00
231	6	10" M.J. Elbow 90 degree	No Bid	No bid	$362.05	$2,172.30	$443.00	$2,658.00
232	10	6" x 6" x 6" M.J. Tee	No Bid	No bid	$227.50	$2,275.00	$278.00	$2,780.00
233	5	8" x 8" x 8" M.J. Tee	No Bid	No bid	$340.60	$1,703.00	$417.00	$2,085.00
TOTAL			No Bid	No bid	$2,204.15	$14,393.60	$2,803.00	$18,245.00
Mega Lug for DI and PVC Pipe (Smith-Blair) (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
234	25	3" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$50.95	$1,273.75	$48.00	$1,200.00
235	25	3" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$43.65	$1,091.25	$41.15	$1,028.75

236	25	4" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$54.60	$1,365.00	$51.43	$1,285.75
237	25	4" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$47.30	$1,182.50	$44.58	$1,114.50
238	25	6" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$68.25	$1,706.25	$64.29	$1,607.25
239	25	6" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$58.70	$1,467.50	$55.29	$1,382.25
240	25	8" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$91.90	$2,297.50	$86.58	$2,164.50
241	25	8" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$80.05	$2,001.25	$75.43	$1,885.75
242	25	12" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$167.90	$4,197.50	$158.15	$3,953.75
243	25	12" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$152.40	$3,810.00	$143.58	$3,589.50
244	5	16" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$346.25	$1,731.25	$326.15	$1,630.75
245	5	16" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$273.45	$1,367.25	$257.58	$1,287.90
246	5	20" Mega Lug (for Ductile Pipe) Packs w/acc	No Bid	No bid	$450.90	$2,254.50	$424.72	$2,123.60
247	5	20" Mega Lug (for PVC Pipe) Packs w/acc	No Bid	No bid	$514.15	$2,570.75	$484.29	$2,421.45
TOTAL			No Bid	No bid	$2,400.45	$28,316.25	$2,261.22	$26,675.70
Fire Hydrants (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
248	5	M&H 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$439.80	$2,199.00	$447.00	$2,235.00
249	10	M&H 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$439.80	$4,398.00	$447.00	$4,470.00

250	5	M&H 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$513.57	$2,567.85	$510.00	$2,550.00
251	10	M&H 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$513.57	$5,135.70	$510.00	$5,100.00
252	5	M&H 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$597.78	$2,988.90	$584.00	$2,920.00
253	10	M&H 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$633.15	$6,331.50	$584.00	$5,840.00
254	5	M&H 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$633.15	$3,165.75	$648.00	$3,240.00
255	10	M&H 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$434.00	$4,340.00	$648.00	$6,480.00
256	5	Mueller 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$434.00	$2,170.00	$469.00	$2,345.00
257	10	Mueller 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$458.00	$4,580.00	$469.00	$4,690.00
258	5	Mueller 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$458.00	$2,290.00	$552.00	$2,760.00
259	10	Mueller 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$458.00	$4,580.00	$552.00	$5,520.00
260	5	Mueller 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$548.57	$2,742.85	$625.00	$3,125.00
261	10	Mueller 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$548.57	$5,485.70	$625.00	$6,250.00
262	5	Mueller 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$654.93	$3,274.65	$706.00	$3,530.00
263	10	Mueller 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$654.93	$6,549.30	$706.00	$7,060.00
264	5	American Darling 5-1/4" Fire Hydrant Ext 6" 6-bolt	No Bid	No bid	$531.30	$2,656.50	$361.00	$1,805.00
265	10	American Darling 5-1/4" Fire Hydrant Ext 6" 8-bolt	No Bid	No bid	$531.30	$5,313.00	$361.00	$3,610.00
266	5	American Darling 5-1/4" Fire Hydrant Ext 12" 6-bolt	No Bid	No bid	$620.60	$3,103.00	$420.00	$2,100.00

267	**10**	American Darling 5-1/4" Fire Hydrant Ext 12" 8-bolt	No Bid	No bid	$620.60	$6,206.00	$420.00	$4,200.00
268	**5**	American Darling 5-1/4" Fire Hydrant Ext 18" 6-bolt	No Bid	No bid	$706.50	$3,532.50	$480.00	$2,400.00
269	**10**	American Darling 5-1/4" Fire Hydrant Ext 18" 8-bolt	No Bid	No bid	$706.50	$7,065.00	$480.00	$4,800.00
270	**5**	American Darling 5-1/4" Fire Hydrant Ext 24" 6-bolt	No Bid	No bid	$797.50	$3,987.50	$540.00	$2,700.00
271	**10**	American Darling 5-1/4" Fire Hydrant Ext 24" 8-bolt	No Bid	No bid	$797.50	$7,975.00	$540.00	$5,400.00
272	**20**	Safety Flange Kit - M&H 5-1/4" Fire Hydrant 6-bolt	No Bid	No bid	$198.94	$3,978.80	$187.00	$3,740.00
273	**10**	Safety Flange Kit - M&H 5-1/4" Fire Hydrant 8-bolt	No Bid	No bid	$198.94	$1,989.40	$245.00	$2,450.00
274	**10**	Safety Flange Kit - M&H 4-1/2" Fire Hydrant	No Bid	No bid	$175.71	$1,757.10	$245.00	$2,450.00
275	**10**	Safety Flange Kit - Mueller 5-1/4" Fire Hydrant 6-bolt	No Bid	No bid	$163.75	$1,637.50	$235.00	$2,350.00
276	**20**	Safety Flange Kit - Mueller 5-1/4" Fire Hydrant 8-bolt	No Bid	No bid	$163.75	$3,275.00	$235.00	$4,700.00
277	**10**	Safety Flange Kit - Mueller 4-1/2" Fire Hydrant	No Bid	No bid	$160.71	$1,607.10	$224.00	$2,240.00
278	**10**	Safety Flange kit - American Darling	No Bid	No bid	$377.60	$3,776.00	$192.00	$1,920.00
279	**5**	Mueller 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$436.61	$2,183.05	$497.00	$2,485.00
280	**5**	M&H 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$462.71	$2,313.55	$484.00	$2,420.00
281	**5**	American Darling 4-1/2" Fire Hydrant Ext 12"	No Bid	No bid	$620.60	$3,103.00	$420.00	$2,100.00
282	**10**	5-1/4" x 36" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,080.00	$30,800.00	$2,796.00	$27,960.00
283	**10**	5-1/4" x 36" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,125.00	$31,250.00	$2,925.00	$29,250.00

Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
284	10	5-1/4" x 36" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$2,700.00	$27,000.00	No bid	No bid
285	25	5-1/4" x 48" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,150.00	$78,750.00	$2,862.00	$71,550.00
286	25	5-1/4" x 48" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,175.00	$79,375.00	$3,050.00	$76,250.00
287	25	5-1/4" x 48" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$2,800.00	$70,000.00	No bid	No bid
288	5	5-1/4" x 72" Bury Fire Hydrant - M&H - A129	No Bid	No bid	$3,300.00	$16,500.00	$3,350.00	$16,750.00
289	5	5-1/4" x 72" Bury Fire Hydrant - Mueller - Super Centurion 250	No Bid	No bid	$3,445.00	$17,225.00	$3,128.00	$15,640.00
290	5	5-1/4" x 72" Bury Fire Hydrant - American Darling - B-84-B	No Bid	No bid	$3,000.00	$15,000.00	No bid	No bid
291	5	2-1/4" Post Fire Hydrant - M&H	No Bid	No bid	$1,375.00	$6,875.00	$1,750.00	$8,750.00
TOTAL			No Bid	No bid	$45,840.94	$501,033.20	$35,509.00	$368,135.00
BACKFLOW DEVICES (NO LEAD)								
Item #	Est. Qty.	Part Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
292	5	Watts 1" Double Check Valve Assembly	No Bid	No bid	$235.00	$1,175.00	$254.00	$1,270.00
293	5	Watts 1-1/2" Double Check Valve Assembly	No Bid	No bid	$498.00	$2,490.00	$556.00	$2,780.00
294	5	Watts 2" Double Check Valve Assembly	No Bid	No bid	$595.00	$2,975.00	$680.00	$3,400.00
295	5	Watts 1" Reduce Pressure Zone Assembly	No Bid	No bid	$355.00	$1,775.00	$425.00	$2,125.00

296	5	Watts 1-1/2" Reduce Pressure Zone Assembly	No Bid	No bid	$655.00	$3,275.00	$800.00	$4,000.00
297	5	Watts 2" Reduce Pressure Zone Assembly	No Bid	No bid	$725.00	$3,625.00	$860.00	$4,300.00
298	5	Watts 3" Reduce Pressure Zone Assembly	No Bid	No bid	$2,875.00	$14,375.00	$3,405.00	$17,025.00
TOTAL			No Bid	No bid	$5,938.00	$29,690.00	$6,980.00	$34,900.00
Additional Items (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
299	1000	Aquaphalt-brand 6.0 asphalt cold patch, 50 lb. pail	No Bid	No bid	$39.50	$39,500.00	$40.00	$40,000.00
300	500	Perma-Patch brand limestone-asphalt cold patch mix, 50 lb. pail	No Bid	No bid	$28.00	$14,000.00	No bid	No bid
301	100	Fast Plug (Hydraulic Cement) 50 lbs	No Bid	No bid	$36.50	$3,650.00	$38.27	$3,827.00
302	120	W5CP Water Filter Cart/Sed	No Bid	No bid	$31.38	$3,765.60	No bid	No bid
303	~~30~~	WC34-PR Whole House Water Filter Housing	No Bid	No bid	$110.60	$3,318.00	No bid	No bid
304	200	16 oz Purple Primer/Cleaner	No Bid	No bid	$12.00	$2,400.00	No bid	No bid
305	2000	1 Pint Hot Blue Cement	No Bid	No bid	$16.00	$32,000.00	No bid	No bid
306	200	Rapid Set Mortar Mix, 55lb.	No Bid	No bid	$9.75	$1,950.00	No bid	No bid
307	125	Disposable Coveralls Large **(Pack of 25)**	$7.00	$875.00	$7.50	$937.50	No bid	No bid
308	250	Disposable Coveralls X-Large **(Pack of 25)**	$7.00	$1,750.00	$7.50	$1,875.00	No bid	No bid
309	1000	Disposable Coveralls 2X- Large **(Pack of 25)**	$7.41	$7,410.00	$7.50	$7,500.00	No bid	No bid

310	1000	Disposable Coveralls 3X-Large **(Pack of 25)**	$8.48	$8,480.00	$8.25	$8,250.00	No bid	No bid
311	1000	Disposable Coveralls 4X-Large **(Pack of 25)**	$8.50	$8,500.00	No Bid	No bid	No bid	No bid
312	200	Disposable Coveralls 5X-Large **(Pack of 25)**	$9.75	$1,950.00	No Bid	No bid	No bid	No bid
313	200	Disposable Coveralls 6X- Large **(Pack of 25)**	$11.50	$2,300.00	No Bid	No bid	No bid	No bid
TOTAL			$59.64	$31,265.00	$314.48	$119,146.10	$78.27	$43,827.00
Romac Couplings (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
314	20	8" ROMAC Macro COUPLING 8.60 - 9.75	No Bid	No bid	$535.98	$10,719.60	$391.00	$7,820.00
315	20	6" ROMAC Macro COUPLING 6.60 - 7.60	No Bid	No bid	$473.31	$9,466.20	$346.00	$6,920.00
316	20	4" ROMAC Macro COUPLING 4.40 - 5.60	No Bid	No bid	$362.47	$7,249.40	$262.00	$5,240.00
317	20	2" ROMAC Macro COUPLING 2.12 - 2.90	No Bid	No bid	$214.54	$4,290.80	$156.00	$3,120.00
318	20	8" ROMAC ALPHA Restrained Coupling 8.60 - 9.10	No Bid	No bid	$730.25	$14,605.00	$755.00	$15,100.00
319	20	6" ROMAC ALPHA Restrained Coupling 6.60 - 7.00	No Bid	No bid	$565.39	$11,307.80	$585.00	$11,700.00
320	20	4" ROMAC ALPHA Restraint Coupling 4.50 - 4.90	No Bid	No bid	$410.50	$8,210.00	$425.00	$8,500.00
321	10	8" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$534.17	$5,341.70	$541.00	$5,410.00
322	10	6" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$381.97	$3,819.70	$387.00	$3,870.00
323	10	4" Cap, Wide Ranged, ROMAC Alpha End	No Bid	No bid	$297.67	$2,976.70	$301.00	$3,010.00

324	10	6" x 8" ROMAC Restrained Coupling	No Bid	No bid	$730.00	$7,300.00	No bid	No bid
TOTAL			No Bid	No bid	$5,236.25	$85,286.90	$4,149.00	$70,690.00
Meter Resetters (NO LEAD)								
Item #	**Est. Qty.**	**Part Description**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
325	25	Meter Resetter (NO LEAD), 1"X10", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$247.60	$6,190.00	$253.06	$6,326.50
326	25	Meter Resetter (NO LEAD), 1"X12", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$252.65	$6,316.25	$258.20	$6,455.00
327	25	Meter Resetter (NO LEAD), 1"X15", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$258.75	$6,468.75	$264.44	$6,611.00
328	25	Meter Resetter (NO LEAD), 1"X18", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$294.85	$7,371.25	$301.31	$7,532.75
329	25	Meter Resetter (NO LEAD), 1"X21", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$308.00	$7,700.00	$314.73	$7,868.25
330	25	Meter Resetter (NO LEAD), 1"X24", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$317.55	$7,938.75	$324.53	$8,113.25
331	20	Meter Resetter (NO LEAD), ¾"X7", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$140.40	$2,808.00	$127.59	$2,551.80
332	20	Meter Resetter (NO LEAD), ¾"X9", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$140.40	$2,808.00	$129.07	$2,581.40

333	**20**	Meter Resetter (NO LEAD), ¾"X12", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$144.30	$2,886.00	$133.28	$2,665.60
334	**20**	Meter Resetter (NO LEAD), ¾"X15", A.Y.McDonald or Ford brand preferred	No Bid	No bid	$149.65	$2,993.00	$138.52	$2,770.40
TOTAL			No Bid	No bid	$2,254.15	$53,480.00	$2,244.73	$53,475.95

ENGINEERING and ENVIRONMENTAL SERVICES

Augusta GEORGIA
ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT
Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: Andy Penick
Director - Procurement

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

DATE: October 29, 2026

SUBJECT: Award Recommendation of Annual Bid 27-053, Welding & Fabrication

In response to Annual Bid Item 27-053, Welding & Fabrication, two compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Sector One even though they were not the lowest bidder. This decision is based on the following:

- Sector One is a certified welding and fabrication organization which provides highly skilled services. They have previously provided services at the landfill and are experienced with the skillset required to perform the necessary welding services to heavy equipment.

- M&C Lawn Care & Maintenance Services, LLC - from the information submitted, appear to only support landscaping and smaller welding jobs with only one certified welder on staff. Recent references show landscaping jobs and repair of a fence/gate. It is my opinion that M&C will not be able to support the more detailed welding and fabrication work on heavy machines which need to be repaired and back in service as quickly and safely as possible.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Bid Item #27-053
Welding and Fabrication – ANNUAL
for Engineering and Environmental Services Department
Bid Due: Thursday, September 3, 2026 @ 11:00 a.m. via Teams

Total Number Specifications Mailed Out: 4
Total packages submitted: 2
Demandstar Notifiction: 164
Demandstar Downloasd: 6
GA Procurement: 0
Total Noncompliant: 0

Vendors	SectorOne, Inc. 1904 Kings Grant Dr. Augusta, GA 30906		M&C Lawn Care & Maintenance Services, Inc. 3958 Wrightsboro Rd., Ste C Augusta, GA 30909	
Exhibit A	YES		YES	
Exhibit B	YES		YES	
Exhibit C	YES		YES	
Services and pricing requested for ***after hour*** emergency calls:	Per Hour	Per Mile	Per Hour	Per Mile
Travel fee per hour and/or per mile	N/A	$3.10	N/A	$3.25
Repair Hourly Fee	$175.00		$150.00	
mmon metal stock items	COST		COST	
1" standard channel - 10 foot	$13.23		$13.00	
4x4 sheet aluminum – ¼" thickness	$279.00		$270.95	
½ cold roll - 10 foot	$8.44		$9.50	
¾ cold roll - 10 foot	$38.50		$20.95	
7/8 cold roll -10 foot	$44.15		$36.95	
½ x ½ x 1/8 angle iron - 10'	$18.75		$16.00	
1 x 1 x 11 gauge square tubing - 10 foot	$23.35		$12.95	
2 x 2 x 7 gauge inch square tubing - 10 foot	$86.70		$47.95	
4 inch standard channel -10'	$58.21		$44.95	

Augusta GEORGIA
ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

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

MEMORANDUM

TO: Andy Penick
Director - Procurement

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

DATE: October 22, 2026

SUBJECT: Award Recommendation of Annual Bid 27-129 – Landscape Maintenance Service

In response to Annual Bid Item 27-129 – Landscape Maintenance Service, four compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to LEP Contracting, LLC.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Augusta GEORGIA

Bid Item #27-129
Landscape Maintenance Service – Annual Contract for Augusta, Georgia - Engineering and Environmental Services Department
Bid Date: Tuesday,September 15, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10
Demandstar Notification: 234
Demandstar Download: 8
Georgia Procurement Registry: 0
Total packages submitted: 5
Total Noncompliant: 1

Vendors	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	MSC LAWN CARE 3958 WRIGHTBORO RD. STE. C AUGUSTA,GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT ST. AUGUSTA, GA 30906	YELLOW STONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD. AUGUSTA, GA 30907
Exhibit A	YES	YES	YES	YES
Exhibit B	YES	YES	YES	YES
Exhibit C	YES	YES	YES	YES
Monthly	$3,450.00	$4,000.00	$6,500.00	$5,190.00
Annually	$41,400.00	$48,000.00	$78,000.00	$62,280.00
EXCEPTIONS	NO	NO	NO	NO

The following venodor's submitted was received late: CHAINSAW CITY, LLC / 4316 SATOLAH RIDGE / EVANS, GA 30809

Administrative Services Committee Meeting

Meeting Date:

HCD Cooperative Agreement for CDBG-CV Supplies and Equipment

Department: **HCD**

Presenter: **Charles Jackson, HCD Interim Director**

Caption: Approve the City's use of **The Interlocal Purchasing System (TIPS)** Cooperative Agreement No. 260103, awarded to AFFLINK LLC for Janitorial and Sanitation Supplies and Services, to purchase eligible CDBG-CV coronavirus prevention supplies and portable air purifiers through KAMO Manufacturing Co. Inc., subject to verification of its authorization as a reseller under the award for an amount of **$387,190.28.**

Background: The Housing and Community Development Department (HCD), with assistance from the Procurement Department, will purchase coronavirus prevention supplies and equipment for distribution to eligible community partners. The purchase will include gloves, face masks, N95 respirators, hand sanitizers, dispensing stations and refills, disinfectant wipes, and portable HEPA air purifiers. The KAMO's product sheet describes the OCA1510 portable air purifier for use in occupied indoor spaces.

Analysis:

The Procurement Department has verified KAMO Manufacturing Co. Inc.'s authorization under the Cooperative Agreement, confirmed that the agreement covers each item at the quoted price, determined whether the prices are reasonable, and confirmed compliance with applicable City and federal procurement requirements. HCD will document the coronavirus-related need, eligible use, applicable CDBG national objective, and duplication-of-benefits review.

Financial Impact: The purchase order will be charged to existing CDBG-CV funds under HUD Grant No. B-20-MW-13-0003 and may not exceed **$387,190.28.** The final amount will be based on the verified itemized quote, including applicable delivery and other charges, and confirmed against the available activity balance. This request requires no General Fund appropriation.

Recommendation: Approve the City's TIPS Cooperative Agreement No. 260103, awarded to AFFLINK LLC, to purchase eligible CDBG-CV supplies and equipment through KAMO Manufacturing Co. Inc. Authorize a purchase order up to **$387,190.28** after Procurement completes the procurement

review described above, HCD confirms grant eligibility, and Finance confirms available funds.

Funds are available in the following accounts: **221073221/5311110**

REVIEWED AND APPROVED BY:

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	**********				
	* TIPS COOPERATIVE CONTRACT *				
	* #260103 *				
	**********				
SP	DISPOSABLE FACE MAKS ADULT	EA	1	8.40	
	100 PER BOX				
SP	DISPOSABLE FACE MASKS KIDS	EA	1	8.40	
	100 PER BOX				
SP	NO TOUCH THERMOMETER	EA	1	13.90	
	FOR ADULTS AND KIDS				
SP	FINGERTIP PULSE OXIMETER	EA	1	8.20	
	BATTERIES INCLUDED				
SP	HAND SANITIZER PUMP BOTTLE	EA	1	5.90	
	NO RINSE				
SP	HAND SOAP PUMP BOTTLE	EA	1	4.90	
	7.5OZ BOTTLE				
SP	LYSOL 3 PACK DISINFECTANT SPRA	EA	1	21.90	
	CRISP LINEN				
SP	TYLENOL COLD & FLU	EA	1	8.40	
	COMBO PACK				

Continue...

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Augusta, GA 30901

Phone 706-724-1488
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PRICE QUOTE

Quoted

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AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
SP	RAPID COVID TEST ANTIGEN	EA	1	35.90	
	20 TESTS PER BOX				
SP	DRAWSTRING TRASH BAGS 30 GAL	EA	1	7.90	
	20 COUNT				
SP	LIQUID LAUNDRY DETERGENT	EA	1	9.90	
	LIQUID				
SP	NITRILE BLUE GLOVES	EA	1	12.90	
	100 PER BOX				
SP	FACIAL TISSUE	EA	1	10.50	
	FLAT BOXES				
SP	TOILET TISSUE	EA	1	11.20	
	1000 SHEET ROLLS				
SP	PAPER TOWELS ROLLS	EA	1	15.90	
	SELECT A SHEET				
SP	ABSORBENT UNDERPADS	EA	1	45.10	
	36X36				
SP	TOILET TRAVEL KIT	EA	1	60.00	

Continue...

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
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AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032459	11/15/2026	02/13/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	FOR MEN AND WOMEN				
SP	BOTTLED WATER 16.9OZ	EA	1	4.00	
	24 PACK				
SP	NO TAX OR SHIPPING CHARGES	EA	1	0.00	

X:_____
(Accepted by)

MESSAGE

Thank you for the opportunity to quote you on these items. If you have questions or need any assistance please email us at quotes@kamo.com or call us at (706)724-1488.

TERMS

TIPS VENDOR AGREEMENT

TIPS RFP 260103 Janitorial and Sanitation Supplies and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

AFFLINK LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2029 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2029, then the one-year renewal is effective from May 31, 2029 to May 31, 2030.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. Automatic Renewal Limitation for TIPS Sales. No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. Choice of Law Limitation for TIPS Sales. Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. Venue Limitation for TIPS Sales. Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. Indemnity Limitation for TIPS Sales. Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. Arbitration Limitation for TIPS Sales. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260103 Janitorial and Sanitation Supplies and Services

Vendor Name: AFFLINK, LLC

Vendor Address: 1400 AFFLINK PLACE

City: TUSCALOOSA State: AL Zip Code: 35473

Vendor Authorized Signatory Name: DANA DUCKWORTH

Vendor Authorized Signatory Title: Sr. Director National Sales & Packaging

Vendor Authorized Signatory Phone: 205-344-4215

Vendor Authorized Signatory Email: dduckworth@afflink.com

Vendor Authorized Signature: Dana Duckworth Date: 2/9/26

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 3/12/2026

260103
AFFLINK, LLC
Supplier Response

Event Information

Number: 260103
Title: Janitorial and Sanitation Supplies and Services
Type: Request for Proposal
Issue Date: 1/5/2026
Deadline: 2/20/2026 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 230103 JANITORIAL AND SANITATION SUPPLIES AND SERVICES ("230103"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR JANITORIAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 230103.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 230103 WHICH COVERS ALL OF YOUR JANITORIAL OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

AFFLINK, LLC Information

Contact: Aaron Wright
Address: 1400 AFFLINK Place
Tuscaloosa, AL 35406
Phone: (205) 345-4180 x4235
Fax: (603) 297-0345
Email: awright@afflink.com
Web Address: www.afflink.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Shalandria White
Signature

swhite@afflink.com
Email

Submitted at 2/13/2026 09:38:46 AM (CT)

Requested Attachments

Pricing Form 1

260103 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

260103 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Scanned from a Xerox Multifunction Printer.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

260103 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

260103 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

260103 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

W-9 AFFLINK signed 2025.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

AFFLINK MBWE Distributor List TIPS.xlsx

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

AFFLINK Logo with PFG Tagline_WHITE-01 (2).png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

TIPS Strategic Accounts Marketing.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

As the Home of the Independent, AFFLINK connects more than 250 leading manufacturers across the Packaging, Jan/San, Industrial, Healthcare, and Foodservice industries with over 200 independent distributors. AFFLINK serves as the strategic connection point — delivering innovative products, data-driven insights, and market expertise that help independent distributors compete and thrive. Backed by cutting-edge technology and a culture of collaboration, AFFLINK empowers its members to drive growth, strengthen partnerships, and move closer to the customer every day. AFFLINK has been a difference maker in the supply chain for more than 50 years, ensuring that its customers get a procurement partner that positively impacts their company image, operations and, most importantly, their bottom line.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Shalandria White

7 Primary Contact Title

Primary Contact Title

Director of Operations

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

swhite@afflink.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444104

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9546978090

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Teresa Alston

13 Secondary Contact Title

Secondary Contact Title

Lead Strategic Account Coordinator

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

talston@afflink.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444224

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444325

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Teresa Alston

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

talston@afflink.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444224

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Teresa Alston

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

talston@afflink.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444224

24 Company Website

Company Website (Format - www.company.com)

www.afflink.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

AFFLINK OR AFFLINK LLC

26 Primary Address

Primary Address

1400 AFFLINK PLACE

27 Primary Address City

Primary Address City

TUSCALOOSA

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

AL

29 Primary Address Zip

Primary Address Zip

35406

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

1-Ply Tissue, 2-Ply Tissue, Air Freshener, All Purpose Cleaner , Bath Tissue, Bowl Clip, Buffing Pad, Burnish Pad, Can Liner, Carpet Cleaner, Center-Pull Towel, C-Fold Towel, Degreaser, Deodorant Block, Deodorizer, Disinfectant Cleaner, Disinfectant Spray, Dolly, Dust Mop, Dust Mop Frame, Dust Mop Handle, Dust Mop Treatment, Facial Tissue, Floor Cleaner, Floor Finish, Floor Pad, Floor Restorer, Floor Sign, Floor Stripper, Foam Handwash, Foam Soap, Furniture Polish, Glass Cleaner, Hand Roll Towel, Hand Sanitizer, Hand Soap, Hard Roll Towel, Hardwound Roll Towel, Janitor Cart, Kitchen Roll Towels, Kitchen Towel, Liner, Lotion Skin Cleanser, Multifold Towels, Metered Aerosol, Mop Bucket, Mop Bucket & Wringer, Mop Handle, Mop Head, Multi-Fold Towel, Recycling Box, Recycling Container, Restroom Cleaner, Roll Towel, Sanitary Napkins, Scour Pad, Seat Covers, Service Cart, Single fold Towel, Skin Cleanser, Soap Dispenser, Stainless Steel, Standard Roll Bath Tissue, Stripping Pad, Tampons, Task Wipers, Tissue Jumbo, Tissue Std Bath, Toilet Bowl Brush, Toilet Bowl Brush Holder, Toilet Bowl Cleaner, Toilet Seat Cover Dispenser, Toilet Seat Covers, Toilet Tissue Jumbo, Trash Bag, Trash Container, Urinal Block, Urinal Mat, Urinal Screen ,Utility Cart, Waste Receptacle, Wastebasket, Waterless Cleaning Wipes, Waxed Liner, Wet Mop, Wet Mop Handle, Windshield Wiper, Wiper, Kimberly-Clark, SCA Tissue, Tork, Rubbermaid, AFFEX, Georgia-Pacific, Go-Jo, Hospeco, Heritage, Purell, Kleenex

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Tuscaloosa

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Alabama

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

53

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44 Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)

This is a requirement of the TIPS Contract and is non-negotiable.

"Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b).
By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees:

(1) Has a substantial interest in the Vendor, or
(2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees:

(1) Has a substantial interest in the Vendor, or
(2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

46 Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

48 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

49 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

50 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

54 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

55 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

58 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

61 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

62 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

64 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

65 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

66 Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

67 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary E**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

68

Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

75 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76 **2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

77 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

79 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

83 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

84 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

99	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** *Item 17.* **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
100	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS CONTRACT 260103

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: AFFLINK, LLC

Vendor Authorized Signatory Name: Dana Duckworth

Vendor Authorized Signatory Title: Sr. Director National Sales & Packaging

Vendor Authorized Signatory Email: dduckworth@afflink.com

Vendor Address: 1400 AFFLINK Place

City: Tuscaloosa State: AL Zip Code: 35406

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 116

Authorized Signature: Dana Duckworth

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032350	10/26/2026	01/24/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension
	**********				
	* TIPS COOPERATIVE CONTRACT *				
	* #260103 *				
	**********				
8210-DS	PURELL ES10 FLOOR STAND DISPENSER WHITE COMES WITH THE STAND, DISPENSER, AND DRIP TRAY	EA	100	50.00	5000.00
8353-02	GOJO PURELL ES10 ADVANCED HAND SANITIZER FOAM 2/CS 4 CASES OF REFILLS PER STAND	CS	200	83.36	16672.00
OCA1510	OMNI CLEANAIR COMMERICAL AIR PURIFIER 1500	EA	50	4490.00	224500.00
M10PF-1510	OMNI CLEAN REPLACEMENT FILTERS FOR COMMERICAL AIR PURIFIER 1500 4/CS 1 CASE OF FILTERS PER UNIT	CS	50	150.00	7500.00
OAH1616HC	OMNI CLEAN REPLACEMENT HEPA FILTERS FOR COMMERICAL AIR PURIFIER 1501 4/CS	EA	50	600.00	30000.00
FREIGHT	FREIGHT	EA	1	0.00	0.00

Continue...

Kamo Mfg Co Inc
WWW.KAMO.COM
1326 Reynolds Street
Augusta, GA 30901

Phone 706-724-1488
Fax 706-722-1606

PRICE QUOTE

Quoted

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901
Tel:706-821-2424 Fax:706-821-2907

Ship To

AUGUSTA-RICHMOND COUNTY
ACCOUNTING DEPT
535 TELFAIR ST SUITE 250
AUGUSTA GA 30901

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q032350	10/26/2026	01/24/2027	0006807		Our Truck	HLW

Job ID	Customer Terms	Salesman
	NET 30	Harris Weinstein

Product	Description	UM	Quant	Unit Price	Extension

X:_____
(Accepted by)

Sub Total	$283,672.00
Freight	$0.00
Misc Charges	$0.00
Tax Amount	$0.00

Total
283,672.00

MESSAGE

Thank you for the opportunity to quote you on these items. If you have questions or need any assistance please email us at quotes@kamo.com or call us at (706)724-1488.

TERMS

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- **MERV-11 Prefilter** removes larger airborne particles such as pollen, dust, and tobacco smoke. Extends life of the high efficiency filter.
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- **True HEPA** captures sub-micron particles at **99.99%** efficiency.
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	OCA1510
Recommended Use	**Rooms up to 15,000 FT³*** (Lobby, Open Cube Areas, Studios, Large Conference Rooms, Cafeterias)
Airflow Rate	800 to 1500 CFM (18 to 34 M3 / min)
CADR *We fully seal our HEPA and properly match it to motor design. This means our CADR effectively matches CFM. Beware of products with significantly lower CFM or unpublished specs, they may underperform.	1499.9 CFM
Secondary Filters	Extended Surface, Pleated 80g Carbon Media
Prefilter MERV-11	●
Activated Carbon Filter (Gases, Chemicals, VOCs, Odor)	●
Primary Filter	12" Metal Frame, High Efficiency Glass Fiber. Tested to IEST-RP-CC001.3
TRUE HEPA 99.99% at 0.3u	●
UVGI SureUVC™ 64 W UVC at 254nm	○
NOISE** Sound Suppressing Core in all chambers	57 db (@ 800 CFM) 66 db (@ 1500 CFM)
Controls (Filter Status, UVC Status, On/Off, Power Indicator, Realtime CFM/ACH Indicators, Auto Shutoff, Safety Sensors, High Contrast OLED Digital Display, Tamper-Proof Passcode)	●
Negative Pressure Ready Integrated 10" Exhaust Manifold	○
Power Requirements	110 VAC/ 60 Hz/ 7.1 A
Size	20 x 18 x 48 in. (51 x 46 x 122 cm)
Weight	170 LBS (77.1kg)

Legend: ● *Standard* ○ *Optional* ** Per Machine at 6 Air Changes Per Hour* *** at 6ft (2cm) NIOSH SLM*

Administrative Service Committee Meeting

Meeting Date: 11/24/26

Reject Unsolicited Proposal Submitted by Creative Outdoor Advertising of America

Department: Procurement

Presenter: Andy Penick

Caption: Reject the Unsolicited Proposal for Creative Outdoor Adverting Public Space Amenities Program - Submitted by Creative Outdoor Advertising of America (COA)

Background: Augusta, Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals.

Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal.

Analysis: Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the Proposal. Committee included representatives from the Augusta Procurement Department, Augusta Finance, Recreation and Parks, Housing Community Development, Transit, and the Planning and Development Department. The Administrator's Office was also included in the review process.

Under the proposal, COA is offering to supply, convert, install, and maintain a public seating program for Augusta at no cost to Augusta. COA would provide Augusta with its choice of amenities at designated locations approved by the Augusta Commission in exchange for the right to sell advertising space to corporate sponsors on the units. In return, COA would provide Augusta with a revenue stream generated through sponsorship leases associated with the installed amenities.

The proposal was reviewed by the committee, which determined that the program would not be consistent with Augusta's aesthetic vision as the Garden City. The committee expressed concern that the addition of advertising on public amenities could detract from Augusta's overall appearance and character. Additionally, the committee determined that the anticipated revenue generated through the sponsorship agreements would not provide a sufficient benefit to Augusta to justify moving forward with the proposal.

Financial Impact: The agenda item is revenue-based. The vendor has represented that Augusta would incur no costs associated with the placement of the benches. The vendor would be responsible for soliciting advertisers and managing the placement of advertisements on the benches.

Alternatives Augusta may consider accepting the unsolicited proposal and subsequently soliciting proposals for the requested services through an open competitive

procurement process, in accordance with the procurement method outlined i Unsolicited Proposal Guidelines.

Recommendation: The Committee recommends rejecting the unsolicited proposal for the Proposed Revitalization of Creative Outdoor Advertising of America, as the proposal does not adequately align with or address the needs and priorities of Augusta at this time.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta
GEORGIA

Guidelines and Procedures

for

Unsolicited Proposals

Phase I
Time Period to Receive and Format for Submission

Phase II
Financial Review and Analysis

Phase III
RFP (if approved by BOC) seek competing proposals

Phase IV
Review and Consider Competing proposals

Phase V
Develop and negotiate an Interim Agreement with the successful proposer

Phase VI
Negotiate a Comprehensive Agreement if successful with an Interim Agreement

First Edition: May 2017
Second: Edition: August 2, 2017

Approved amendment (ordinance) to Augusta, Georgia Procurement Code to include the adoption of Public-Private Partnership (P3) "Unsolicited Proposals". (Approved by Administrative Services Committee July 11, 2017) (Approved by Commission July 18, 2017 – Second Reading).

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1. Time Period
2. Format for Submissions

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(b) Project feasibility statement
(c) Proposed project schedule
(d) Project financing plan
(e) Business case statement
(f) *Description of any anticipated public support or opposition
(g) *Qualifications and experience
(h) *Names and addresses of persons who may be contacted and
(i) *Additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA
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Augusta
GEORGIA

DISCLAIMER

The guidelines contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

This information is provided on an "as" needed basis. Updates to these guidelines will be made as needed due to any error found in the documentation or as policy and management dictate.

As with any documentation or guidelines, improvements can and should be made. Any additions, suggestions or comments for improvement are encouraged. This documentation is not meant to be a complete instructional document. The intent is to provide guidelines that, if followed, will result in better quality and consistency plans and documents.

Augusta, Georgia's Procurement Office perform annual compliance reviews of its PPFIA guidelines and periodically engage in a more comprehensive review of the guidelines and its overall PPFIA process.

Any recommendation for improvement to this documentation is welcome. Any errors found should be brought to the attention of the Procurement Department so corrections can be made. Any additional information or detailed explanation needed to this documentation should be documented and mailed or emailed to:

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

E-mail to:
unsolicitedproposal@augustaga.gov

Georgia's PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is:

http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee.

Introduction by the Director

Augusta, Georgia is committed to improving the facilitation of infrastructure, service delivery and private sector investment within Augusta, Georgia. By introducing this policy, Augusta, Georgia is creating a clear pathway for prospective bidders to submit innovative and unique ideas that align with Augusta, Georgia's strategic agenda.

It is important genuine Unsolicited Proposals, which cannot be managed by normal procurement processes, have an alternative process that is both efficient and effective for prospective bidders and Government.

The *Guidelines for Unsolicited Proposals* provides a transparent structure for both proposers and Government to inform themselves with respect to the treatment of Unsolicited Proposals for public infrastructure, service delivery and private sector investment in Augusta, Georgia.

The document's main objective is to provide consistency and clarity to any parties involved in an Unsolicited Proposal submission, both private and public sectors alike, on how submissions are evaluated and tendered in order to meet Augusta, Georgia's principles of ensuring public interest, delivering value for money, and achieving appropriate delivery.

The Guidelines will ensure accountability and fairness are maintained throughout the Government's process of consideration of Unsolicited Proposals, while also maximizing value for money to Augusta, Georgia and staying within Augusta, Georgia's affordability envelope.

For additional information, please visit the following websites:
http://www.augustaga.gov/unsolicitedproposal

The PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is: http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee.

Overview

Background

Developing a strong and resilient economy in Augusta, Georgia (local government) requires an appropriate level of investment to be maintained for economic infrastructure, such as transport links to allow the movement of resources, communications to support the spread of information and utility networks to provide basic services for businesses and households.

Historically, Augusta, Georgia has relied on traditional procurement methods to deliver capital and service requirements. While traditional approaches work well for simple and low risk infrastructure procurements, they do not always provide the incentives to innovate improve service delivery or realize whole of life value for money outcomes.

Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (hereinafter referred to as "the Act") on May 5, 2015. The Act allows state and local government entities to partner with private entities on "qualifying projects," broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act.

The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia.

On July 11, 2017 approved the conceptual model of Public-Private Partnership (P3) and on July 18, 2017 (second reading), the Augusta Commission adopted the model guidelines from the Partnership for Public Facilities and Infrastructure Act of 2015 Guidelines Committee. (A copy of the adopted policy is provided as Attachment A.) The policy addresses submittal requirements, proposal preparation costs, proposal evaluation process, and evaluation fees.

Georgia's Bill SB59 - Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") Model Guidelines, www.augustaga.gov

Guideline and Procedures – AUGUSTA, GA CODE – Article 7, www.augustaga.gov.

Purpose of the Document

For the purpose of this policy, Augusta, Georgia defines an unsolicited proposal as an approach to Augusta by a Proponent with a proposal not requested by Augusta. The proposal must be a written proposal for a qualifying project that is received by Augusta, Georgia – Consolidated Government and is not in response to any request for proposal for a qualifying project issued by Augusta, Georgia at the published time and placed advertised by Augusta. As anticipated in all phases of these Guidelines (First Edition, March 2017), this Edition follows the commitment to perform a review approximately two years from their initial release.

Augusta, Georgia has defined key strategic and operational priorities for advancing the economic and social needs of Augusta, Georgia.

There may be opportunities for a partnership between Augusta, Georgia and the private sector that may not be at the forefront of Augusta, Georgia's strategic priorities or infrastructure agenda. Similarly, some business activities that would normally be conducted by the private sector may nonetheless require Government support of some form. 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, may also submit Unsolicited Proposals.

The *Guidelines for Unsolicited Proposals* policy document sets out the requirements of the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015, model. It aims to provide consistency and certainty to the market on how Unsolicited Proposals will be assessed against key principles of the Augusta, Georgia in meeting its strategic objectives and providing value for money. The model will also promote standardization and consistency with respect to capital project planning and delivery.

Augusta GEORGIA

Guidelines

Augusta, Georgia adopted the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") (OCGA §36-91-110 *et seq.*) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-effective fashion.

In order for a project to come under the PPFIA, it must meet the definition of a "qualifying project." A "qualifying project" is defined broadly under the PPFIA. Specifically, the PPFIA defines a "qualifying project" as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need; provided, however, qualifying projects do not include projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

The following guidelines have been adopted by the governing body of Augusta, Georgia (the "Local Government") to govern the process for receiving, reviewing and approving unsolicited proposals for qualifying projects. Augusta, Georgia shall not consider any unsolicited proposal that has not been evaluated pursuant to Article 7 of the AUGUSTA, GA CODE.

In the event of any conflict between these guidelines and the PPFIA, the terms of the PPFIA shall control.

Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals.

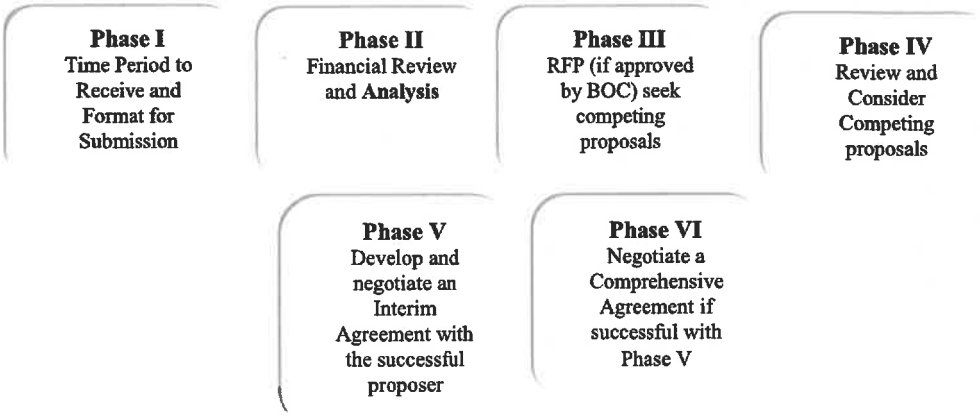

Figure 1 illustrates the Six-phase process used by Augusta, Georgia.

The Six Phase Process aims to both incentivize the Proposers to submit Unsolicited Proposals, and provide a range of procurement mechanisms to deliver effective outcomes fit-for-purpose to each proposal and Augusta, Georgia.

At any stage, Augusta, Georgia reserves the right to cease its review or consideration of any unsolicited proposal.

Phase I

SEC. 1-10-67 TIME PERIOD FOR RECEIVING UNSOLICITED PROPOSALS AND FORMAT FOR SUBMISSIONS.

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

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

Please submit six (6) copies and one bound and one unbound copy of the proposal.

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

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

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

The format and information to be included in any unsolicited proposal are as follows:

(a) PROJECT DESCRIPTION

Required to be included under PPFIA:

(i) Provide a description of the project, including the location of the project, the conceptual design of such facility, or facilities, and a conceptual plan for the provision of services or technological infrastructure.

Required to be included by Local Government:[1]

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

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

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

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

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

(b) PROJECT FEASIBILITY STATEMENT

(i) A feasibility statement that includes:

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

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

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

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

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

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

[1] The items listed under the subheading "Required to be included by Local Government" are not required by the PPFIA to be included in a Local Government's Guidelines and may be modified or deleted by the Local Government prior to approval.

(c) PROJECT SCHEDULE

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

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

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

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

(d) PROJECT FINANCING PLAN

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

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

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

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

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

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

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

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

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law. Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

(e) BUSINESS CASE STATEMENT

(i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time data.

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

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

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

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

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

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

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

(f) CONTACTS

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

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

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

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

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

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

Phase II

SEC. 1-10-68 PROCEDURES FOR THE FINANCIAL REVIEW AND ANALYSIS OF AN UNSOLICITED PROPOSAL.

(1) Upon receipt of an unsolicited proposal, Augusta, Georgia shall:

(a) Send the proposer an acknowledgement of receipt of the unsolicited proposal and provide that Augusta, Georgia will conduct a review of that proposal and either (a) reject the unsolicited proposal or (b) accept the unsolicited proposal and seek competing bids for the proposed project as required pursuant to the Guidelines and the PPFIA;

(b) Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals. To assist in the evaluation process, two committees will be established. The first is an **Advisory Committee** consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. (Designees of the Administrator, Procurement, Finance and Engineering Departments or designees from other departments depending on the scope of the proposal). To assist in the evaluation process, an **Evaluation Committee** will consist of the Advisory Committee and any designees consisting of not less than three members, other members can include individuals with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants

(c) Decide whether it will engage independent advisors, as provided in AUGUSTA, GA CODE Sec. 1-10-69 below, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and

(d) Provide the proposer with the proposed Local Government fee estimate to be paid by the proposer to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as calculated in AUGUSTA, GA CODE Sec. 1-10-70 below.

(2) The Evaluation Committee, together with any independent advisors, shall perform the following financial review and analysis of the unsolicited proposal:

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

After reviewing the proposal, the Evaluation Committee shall make a recommendation to the governing body of the Augusta, Georgia (the Board of Commission) to reject or accept the unsolicited proposal.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to $100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

Phase III

SEC. 1-10-72 REQUEST FOR PROPOSALS.

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

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The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia (www.augustaga.gov) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

Phase IV

SEC. 1-10-74 PROCEDURES FOR PROCESSING, REVIEW AND CONSIDERATION OF COMPETING PROPOSALS.

After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of the Local Government prior to submitting a request for proposal for such qualifying project. The evaluation committee of Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) QUALIFICATIONS AND EXPERIENCE – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:

(a) Experience with similar projects;
(b) Demonstration of ability to perform work;

During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

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There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) QUALIFICATIONS AND EXPERIENCE – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:

(a) Experience with similar projects;
(b) Demonstration of ability to perform work;

(c) Leadership structure;
(d) Project Manager's experience;
(e) Management approach
(f) Financial condition; and
(g) Project ownership.

(2) PROJECT CHARACTERISTICS – Factors to be considered in determining the project characteristics include:

(a) Project definition;
(b) Proposed project schedule;
(c) Operation of the project;
(d) Technology; technical feasibility;
(e) Conformity to laws, regulations, and standards;
(f) Environmental impacts;
(g) Condemnation impacts;
(h) State and local permits; and
(i) Maintenance of the project.

(3) PROJECT FINANCING – Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

(a) Cost and cost benefit to Augusta, Georgia;
(b) Financing and the impact on the debt burden of Augusta, Georgia or appropriating body;
(c) Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
(d) Opportunity costs assessment;
(e) Estimated cost;
(f) Life-cycle cost analysis;
(g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
(h) Such other items as Augusta, Georgia deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed tax-supported debt of Augusta, Georgia, or if financing such a project may impact Augusta, Georgia's debt rating or financial position, Augusta, Georgia may select its own finance team, source, and financing vehicle.

(4) PROJECT BENEFIT AND COMPATIBILITY – Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:
(a) Community benefits;
(b) Community support or opposition, or both;
(c) Public involvement strategy;

(d) Compatibility with existing and planned facilities; and
(e) Compatibility with local, regional, and state economic development efforts.

(5) OTHER FACTORS – Other factors that may be considered by Augusta, Georgia in the evaluation and selection of competing proposals include:

(a) The proposed cost of the qualifying project;
(b) The general reputation, industry experience, and financial capacity of the private entity;
(c) The proposed design of the qualifying project;
(d) The eligibility of the project for accelerated documentation, review, and selection;
(e) Local citizen and government comments;
(f) Benefits to the public, including financial and nonfinancial;
(g) The private entity's compliance with a local small business enterprise participation plan or good faith effort to comply with the goals of such plan;
(h) The private entity's plans to employ local contractors and residents;
(i) The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
(j) Other criteria that the local government deems appropriate.

Sec. 1-10-75 DEFINITIONS:

For the purpose of Article 7, the following definitions shall apply. With the exception of specifically defined terms set forth herein, all words shall have their ordinary and usual meanings. In the event of conflict, the specific definition set out herein shall presumptively, but not conclusively prevail over the ordinary and usual meanings.

ADVISOR - The Unsolicited Proposals Advisory Committee may contract with external party on a range of issues including commercial, technical and other issues.

ADVISORY COMMITTEE – The Procurement Director shall select the members of the Advisory Committee consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. Designees of the Administrator, Procurement, Finance, Engineering and Compliance Departments and/or designees from other departments may be included depending on the scope of the proposal. The Advisory Committee will assist in the evaluation process.

ASSESSMENT CRITERIA - Criteria upon which the Unsolicited Proposal will be assessed as determined by the Unsolicited Proposals Advisory Committee on a case-by-case basis.

COMPREHENSIVE AGREEMENT - The written agreement between the private entity and Augusta, Georgia required pursuant to the Public-Private Facilities and Infrastructure Act of 2015 ("PPFIA).

DETAILED SUBMISSION - A more detailed submission following approval at the Concept Phase 1.

DEVELOP OR DEVELOPMENT - To plan, design, develop, finance, lease, acquire, install, construct, operate, maintain or expand.

ECONOMIC APPRAISAL - A systematic means of analyzing all the costs and benefits of various ways in which a project objective can be met. It shows:

- Whether the benefits of a project exceed its costs;
- Which option has the highest net benefit; and
- Which option is the most cost effective, where benefits are equivalent.

The preferred approach for a Government project for an economic appraisal is Cost-Benefit-Analysis ("CBA)" and whole of life cost estimates.

EVALUATION COMMITTEE - A committee of representatives established to oversee and assess an Unsolicited Proposal. Also referred to as Unsolicited Proposals Evaluation Committee in Phase 2.

FINANCIAL REVIEW – The Evaluation Committee, together with any independent advisors, shall perform a financial review and analysis of the unsolicited proposal as referred in Phase 2.

GOVERNMENT – Augusta, Georgia

INDEPENDENT ADVISOR - An individual with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal.

INTELLECTUAL PROPERTY ("IP") - Inventions, original designs and practical applications of good ideas protected by law through copyright, patents, registered designs, circuit layout rights and trademarks, also trade secrets, proprietary know-how and other confidential information protected against unlawful disclosure by common law and through additional contractual obligations such as Confidential Agreements.

INTERIM AGREEMENT - An agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

LETTER OF INTEREST ("LOI") - Cover letter attached to the initial submission made by the Proposer to initiate the Phased Process for Unsolicited Proposals.

LOCAL GOVERNMENT - Any county, municipality, consolidated government, or board of education. For purposes of this Article, Augusta, Georgia Consolidated Government.

PHASE PROCESS - Augusta, Georgia's six-phase process of validating, evaluating and awarding projects that are initiated by Unsolicited Proposals.

PROPOSER - Any person or organization that submits the Unsolicited Proposal except for Augusta, Georgia's agencies and departments.

PRIVATE ENTITY - Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

QUALIFYING PROJECT - Any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA, subsequently reviewed, and approved by a local government, that has a public purpose or public need, as determined by the local government. A "qualifying project" shall not include and shall have no application to any project involving:

(1) The generation of electric energy for sale pursuant to Chapter 3 of Title 46 of the Official Code of Georgia Annotated;

(2) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated;

(3) Cable and video services pursuant to Chapter 76 of title 36 of the Official Code of Georgia Annotated; or

(4) Water reservoir projects as defined in paragraph (10) of OCGA §12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

REVENUE - All revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

STATE - The State of Georgia.

TRANSACTION PHASE - Transaction Phase may involve, subject to the delivery model, procurement phase followed by contract negotiations and execution. Note, public, community and stakeholder consultations may occur during the Transaction Phase.

UNSOLICITED PROPOSAL - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

Phase V

INTERIM AND COMPREHENSIVE AGREEMENTS.

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the local government. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The local government may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the local government and the selected proposer with regard to the project.

(1) Interim Agreement Terms.

The scope of an interim agreement may include but is not limited to:

(a) Project planning and development;

(b) Design and engineering;

(c) Environmental analysis and mitigation;

(d) Survey;

(e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;

(f) Establishing a process and timing of the negotiation of the comprehensive agreement; and

(g) Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

Phase VI

(2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

(a) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(b) Dates and schedules for the completion of the qualifying project;

(c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(d) Any reimbursements to be paid to the local government for services provided by the local government;

(e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;

(f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;

(h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;

(j) The filing of appropriate financial statements to the local government on a periodic basis; and

(k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

APPENDICES

The following appendices contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

Every proposer will follow the guidelines stated in this manual.

Appendix A: Fee Schedule

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as required in AUGUSTA, GA CODE Sec. 1-10-70.

Unsolicited Proposals will be subject to two types of review fee: a) the initial proposal processing fee; and, b) detailed evaluation fee. Both fees must be paid by cashier's check made payable to Augusta, Georgia.

The initial proposal-processing fee is $100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< Million	$5 000
$1 Million - $20 Million	$10 000
$20 Million - $50 Million	$20,000
$50 Million - $100 Million	$35 000
$100 Million - $50 Million	$60 000
$250 Million - $500 Million	$85 000
$500 Million - $1 Billion	$110,000
> Billion	TBD

These amounts are subject to annual adjustment to reflect inflation or in response to market conditions. The current fees will be updated as necessary and available on Augusta, Georgia's website.

For any unsolicited proposal of the development of a project received by Augusta, Augusta. Georgia may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

A private entity assumes all risk in submission of a proposal or unsolicited proposal and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Appendix B: References

SAMPLE REFERENCE SHEET

Your Name
Street address
City, state, and zip
Telephone Number(s)
e-mail address

REFERENCES

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Name of reference
Title at his or her organization
Organization Name
Street address
City, state, and zip
Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
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Work Phone
Home Phone (if it's a personal reference, rather than a professional reference)
Relationship to you (if it's not clear from your resume and cover letter)
Skills/projects of your that this reference might discuss (optional)

Appendix C: Letter of Interest Template

[Date]

Director of Procurement
Unsolicited Proposals
535 Telfair Street – Suite 605
Augusta, Georgia 30901

RE: UNSOLICITED PROPOSAL – LETTER OF INTEREST –

PROJECT NAME:

Dear Sir/Madam,

[Letter to contain brief detail of the following:

- Individual/organization introduction;
- Proposal idea/concept;
- Total estimated investment for the project;
- Value proposition to Augusta, Georgia ; and
- Contact details.]

Sincerely,

[Signature]

[Name & Title]
[Organization]

Appendix D: Declaration to Abide by Process

Date	
Name	
Organization	
To	
In relation to the	

Declaration

I,_____, [insert full name]

_____

[Insert organization and address] agree and acknowledge that I abide by the process outlined in this document including the following:

- No intellectual property transfer to Augusta, Georgia at the Concept Submission, any material presented will be at my discretion;
- No approaches will be made to the Board of Commission or other officers within Augusta, Georgia prior, during and after the Phased Process relating to an Unsolicited Proposal; and
- In the event of a rejected proposal, no further approaches are made to Augusta, Georgia regarding the Unsolicited Proposal until at least 18 months have transpired since the Concept Submission.

Executed as a Deed

Signed, seal and delivered

Signature of Declarant	
Name of Declarant	
Signature of Witness	
Name of Witness	

Appendix E: Unsolicited Proposals Briefing Note Template

[Date]

[Ref]

[Unsolicited Proposal Title]

[Unsolicited Proposal Summary]

Decision Matrix

Criteria	No	Yes
1. Does the proposal directly conflict with a stated Government policy position?		
2. Is there an existing Government process/procedure in place to manage this proposal?		
3. Is the proposal unique in its value offering to justify a dedicated process?		
4. Does the proposal inhibit or stifle competition in Augusta, Georgia Procurement Code?		
5. Does the proposal require a change to or impact the Government in a way that can be considered too complex or inhibits Government's ability to complete it in a timely manner?		
6. Has the proposal been rejected before by Government? Has the proposal or context materially changed?		

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Additional attendance by other Directors whose directorates are materially impacted by the unsolicited proposal; and/or
- Request input/advice from other Directors whose directorates are broadly impacted by the unsolicited proposal; and/or
- Request input/advice from Commission Committee for Unsolicited Proposals that have a whole-of- government impact; and/or
- Any clarification or information requirements to be sought from the Proponent.]

[Note: this appendix is for content guidance only]

Appendix F: Strategic Review Scoring Sheet Template

At the Unsolicited Proposals Evaluation the Committee's discretion, they may utilize scoring sheets as part of the assessment of whether a Concept Submission should proceed to Detailed Submission (Phase 2).

A holistic approach should be adopted when scoring a Concept Submission and consider, amongst other things:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed. A scoring sheet template has been provided to assist with a strategic Multi Criteria Assessment.

Scoring Criteria	1	2	3	4	5
1. Does the proposal strategically align with current Government policy and objectives? (1 = Weak; 5 = Strong)					
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) (1 = No benefits; 5 = High benefits)					
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) (1 = High impact; 5 = No impact)					
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? (1 = No revenues; 5 = Substantial revenues)					
5. Does the Committee believe that the proposal will likely have an impact on the community? (1 = Negative impact; 5 = Positive impact)					
6. Does the Committee believe that the proposal will likely have an impact on the environment? (1 = Negative impact; 5 = Positive impact)					
7. Are the risks associated with the proposal acceptable to Government? (1 = Not acceptable; 5 = Acceptable)					
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? (1 = Not achievable; 5 = Achievable)					
9. Intuitively, does the Committee believe that the proposal may be viable but lack					

Scoring Criteria	1	2	3	4	5
adequate information to make a decision? (1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required)					
10. Does this proposal represent a value proposition that the Government should consider? (1 = No; 5 = Yes)					

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Any clarification or information requirements to be sought from the Proponent.]

Appendix G: Advertisement to Public to receive Unsolicited Proposals Template

Time Period for Receiving Unsolicited Proposals and Format for Submissions.

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

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

Please submit six (6) copies and one unbound copy of the proposal.

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

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

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.
Note: **"Unsolicited Proposal"** means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

The format and information to be included in any unsolicited proposal can be found:

http://www.augustaga.gov/unsolicitedproposal

Publish:
Legal Organ: Augusta Chronicle 9/21, 28; 10/5, 12, 19 and 26, 2017
Metro Courier: 9/27
Electronic Means: Onvia (Demand Star) 9/21 thru opening
Internet Website: ARCBid www.augustaga.gov
Georgia Procurement Registry: 9/21 thru opening

cc: Commissioners
Janice Allen Jackson, Administrator
Chester Brazzell,
Deputy Administrator

Appendix H

Criteria for Evaluation
Request for Proposals Template

PHASE 1

RFP - Evaluation/Scoring Guidelines

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the referenced questions.

Superior: 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to Augusta, Georgia.

Good Response: 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

Fair Response: 525 – 599 Points minimally meets most requirements of the RFP. Respondent/Offeror(s) demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

Failed Response: 0 – 524 Points does not meet the requirements of the RFP. Respondent/Offeror(s) has not demonstrated sufficient knowledge of the subject matter.

Note: Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

PHASE 2

Selection. After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of Augusta, Georgia prior to submitting a request for proposal for such qualifying project. The evaluation committee of the Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

(1) Project Financing
(2) Qualifications and Experience
(3) Project Characteristics
(4) Project Benefit and Compatibility
(5) Other Factors
(6) References

Selection.

The evaluation committee and advisor, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Appendix H
Sample Evaluation Form

Unsolicited Proposal Number: UP# **Date Received:**

Project Name:

Date of acknowledgement of receipt of the unsolicited proposal:

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia		
Package submitted by the deadline		

Advisory Committee Review

Phase I Review

Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION	Pass	Fail
a) Project description,		
b) Project feasibility statement		
c) Proposed project schedule,		
d) Project financing plan		
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,		
f) Description of any anticipated public support or opposition		
g)Qualifications and experience		
h) Names and addresses of persons who may be contact(See Appendix B)		
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").		

Committee Members: **Independent Advisor(s)**

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.**

FEE AMOUNT $ (see Appendix A)

Appendix H - Page 2 of 3
Sample Evaluation Form
Unsolicited Proposal Number: UP#
Project Name:
Date of Evaluation: **Recommendation Date to Committee:**

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

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

Committee Members: **Independent Advisor(s)**

Comments:

The Advisor(s) representing the Evaluation Committee (EC) shall make a recommendation to the governing body of Augusta, Georgia to reject or accept the unsolicited proposal. Any Advisor(s) and those members of the EC should be present to address any questions.

Appendix H - Page 3 of 3
Sample Evaluation Form
Unsolicited Proposal Number: UP#
Project Name:
Date of Evaluation:

Recommendation Date to Commission: Approved or Rejected (Circle One)

Posting and Publishing Notice of the Opportunity to Offer Competing Proposals (if approved)

REQUEST FOR PROPOSAL NO:
(add RFP in front of the UP# - RFPUP17-001)

Advistisement

Advertised a minimum of two times, with the first advertisement occurring at least ninety days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six weeks from the first advertisement.

Date: First Advertisement: Second Advertisement:

Procedures for Processing, Review and Consideration of Competing Proposals (see Appendix I)

(a) Project financing	300	
(b) Qualifications and experience	160	
(c) Project Characteristics	100	
(d) Project Benefit and Compatibility	90	
(e) Other Factors	60	
(f) References	40	
Total Score	750	

Comments

Name of Evaluator: Date:

Appendix I

Submission Checklist

All unsolicited proposals should cover the points discussed in this guide. All unsolicited proposals should cover the points discussed in this guide. *Please submit six (6) copies one bound and one unbound copy of the proposal.* Unsolicited proposals should be signed by an authorized official of the proposing organization or by the proposer if submitted by an individual.

Elaborate proposals or presentations are not desired. Each applicant should review the submission to ensure that all data necessary for critical evaluation is included initially. Correspondence generated by omission of essential items delays processing of proposals. The following is a list of essential items that an unsolicited proposal should contain.

The checklist below provides guidance for the issues Proposers can cover when submitting an Unsolicited Proposal.

Proposal will be accepted only at the time and place listed below:

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

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

General Requirements

A private entity assumes all risk in submission of an unsolicited proposal, and a Local Government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Private entities are solely responsible for all costs and expenses of any nature associated with preparing or submitting an Unsolicited Proposal, including attending preliminary meetings and providing supplemental information. Augusta, Georgia assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties preparing or submitting an Unsolicited Proposal. Under no circumstances will Augusta, Georgia or any of their agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by a private entities, whether or not selected for negotiations, in developing, preparing and submitting its Proposal or negotiating an Agreement. In no event shall Augusta, Georgia be bound by, or liable for, any obligations with respect to such proposals until such time (if at all) as an Agreement, in form and substance satisfactory to Augusta, Georgia, has been authorized and executed by Augusta, Georgia and, then, only to the extent set forth therein.

Augusta, Georgia shall charge and retain an *initial proposal processing* fee equal to $100 to be paid by the proposer prior to the review of an unsolicited proposal. Please submit in a separate envelope with the submittal

a cashier check made payable to: Augusta, Georgia Consolidated Government. Marked: Fee for Unsolicited Proposal Review.

Concept Submission Requirements

It is recommended that the submission be kept concise and brief in the form of a proposal overview to allow the Advisory and Evaluation Committees to respond in a timely manner, and stay within a 45 minute presentation (Opional) should it progress pass the filtering process.

The following document limits apply to the Concept Submission:

- ✓ Word Processing (e.g. MS Word) – up to 40 pages (portrait)
- ✓ Presentation Processing (e.g. MS PowerPoint) – up to 30 slides (landscape)
- ✓ No less than 10 point font
- ✓ Normal document margins

Format for Submissions. Initial Unsolicited proposals shall contain, at a minimum, the following information:

Cover Page
Basic Information
1. Name and address of submitter.
2. Proposal submission date.
3. Type of business (indicate whether profit, nonprofit, educational, small business, woman- owned, socially and economically disadvantaged, or other).
4. Proposed starting date and estimated period of performance.
5. Period for which proposal is valid (minimum of six months from date of submission)..
6. Names and telephone numbers of the proposer's primary business and technical personnel whom Augusta, Georgia may contact for evaluation or negotiation purposes.
7. Signature of person authorized to contractually represent the individual or organization.
8. List of other Federal, State, or local government agencies or private organizations to which the proposal has been submitted and/or those funding the proposed effort.
9. Statement that the proposal may, or may not, be subjected to external review. (See "Georgia Open Record Code")
10. Statement that the proposal does/does not contain proprietary information.

All Unsolicited proposals must be tabbed alphabetically as listed below (see Phase I and II):

Tab.

Signed Declaration to Abide by Process (**Appendix D**)

(a) Project description
(b) Project feasibility statement
(c) Proposed project schedule
(d) Project financing plan
(e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data
(f) Description of any anticipated public support or opposition
(g) Qualifications and experience
(h) Names and addresses of persons who may be contact and
(g) Any additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be

derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

In addition to the general requirements as stated above, the following list provides additional information requirements for the Detailed Submission (Phase 2).

It is recommended that the Detailed Submission be in the form of a fully developed business case. It should provide a comprehensive and compelling case to support the Unsolicited Proposal, and where possible, provide quantified supporting evidence to allow for a robust evaluation by the Evaluation Committee against the guiding principles and objectives.

Request for Proposal (RFP) Detailed Submission Requirements

In addition to the general requirements, the list below provides additional information requirements for the Concept Submission (Request for Proposal):

Letter of Interest (**Appendix C**)
Signed Declaration to Abide by Process (**Appendix D**)

(a) Project Financing
- Cost and cost benefit to the local government;
- Financing and the impact on the debt burden of the local government or appropriating body;
- Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
- Opportunity costs assessment;
- Estimated cost;
- Life-cycle cost analysis;
- The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
- Such other items as the local government deems appropriate.

(b) Qualifications and Experience
- Experience with similar projects;
- Demonstration of ability to perform work;
- Leadership structure;
- Project manager's experience;
- Management approach;
- Financial condition; and
- Project ownership.

(c) Project Characteristics
- Project definition;
- Proposed project schedule;
- Operation of the project;
- Technology; technical feasibility;
- Conformity to laws, regulations, and standards;
- Environmental impacts;
- Condemnation impacts;
- State and local permits; and
- Maintenance of the project.

(d) Project Benefit and Compatibility
- Community benefits;
- Community support or opposition, or both;
- Public involvement strategy;
- Compatibility with existing and planned facilities; and

- Compatibility with local, regional, and state economic development efforts.

(e) Other Factors
- The proposed cost of the qualifying project;
- The general reputation, industry experience, and financial capacity of the private entity;
- The proposed design of the qualifying project;
- The eligibility of the project for accelerated documentation, review, and selection;
- Local citizen and government comments;
- Benefits to the public, including financial and nonfinancial;
- The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
- The private entity's plans to employ local contractors and residents;
- The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
- Other criteria that the local government deems appropriate

(f) References

(g) Case for change
- What problem and/or opportunity is the proposal trying to address?
- What evidence is there to support this?
- Why does this need to be addressed now?

(h) Strategic alignment
- How does the proposal meet the principles and objectives outlined in this policy document?

(i) Risks
- What are the key risks of the proposal?
- How can they be managed within reason?

(j) Objectives of the proposal

(k) Unique elements of the proposal
- Intellectual property or genuinely innovative ideas
- Ownership of real property
- Ownership of software or technology offering a unique benefits
- Unique financial arrangement
- Unique ability to deliver a strategic outcome
- Other demonstrably unique elements

Augusta
GEORGIA

Guidelines for Unsolicited Proposals

APPENDIX J

PARTNERSHIP FOR PUBLIC FACILITIES AND INFRASTRUCTURE ACT

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED

AN ACT

To amend Title 36 of the Official Code of Georgia Annotated, relating to local government, and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as to provide for definitions; to provide guidelines for projects; to create the Partnership for Public Facilities and Infrastructure Act Guidelines Committee and to provide for its membership, terms, allowances, duties, and support; to provide for the manner by which projects may be initiated; to provide for the approval process for projects; to provide for evaluation criteria and review; to provide for agreements; to provide for default and remedies; to provide for financing and grants; to provide for service contracts; to provide for the dedication of certain property interests; to provide for sovereign immunity; to provide for police powers; to provide for application of open meetings and open records laws; to provide a short title; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

This Act shall be known and may be cited as the "Partnership for Public Facilities and

Infrastructure Act."

SECTION 2.

Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended by adding a new article to Chapter 91, relating to public works bidding, to read as follows:

"ARTICLE 5

36-91-110.

As used in this article, the term:

(1) 'Comprehensive agreement' means the written agreement between the private entity and the local government required by Code Section 36-91-115.

(2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(3) 'Local authority' means any local authority created pursuant to a local or general Act of the General Assembly, including a joint public instrumentality.

(4) 'Local government' means any county, municipality, consolidated government, or board of education.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Qualifying project' means any project selected in response to a request from a local government or submitted by a private entity as an unsolicited proposal in accordance with this article and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

(A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

(B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

(C) Cable and video services pursuant to Chapter 76 of this title; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of this chapter.

(7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(8) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

36-91-111.

(a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is established to prepare model guidelines for local governments in the implementation of this article.

(b) The committee shall be composed of ten persons. Except for the local government officials or staff appointed to the committee, each committee member shall have subject matter expertise in architecture, construction management, engineering, finance, or real estate development. These appointments shall be made as follows:

(1) The following members shall be appointed by the Governor:

(A) One member or employee of a county governing authority;

(B) One member or employee of a municipal governing authority;

(C) One member or employee of a local board of education; and

(D) One licensed member of the State Bar of Georgia with expertise in representing local government in public works construction.

(2) The following members shall be appointed by the Speaker of the House of Representatives, provided that one of these appointees shall have expertise in working with local government:

(A) One member of the business community with expertise in construction management employed by a firm with less than $25 million in annual revenue;

(B) One member of the business community who is a licensed architect; and

(C) One member of the business community with expertise in real estate development; and

(3) The following members shall be appointed by the Lieutenant Governor, provided that one of these appointees shall have expertise in working with local government:

(A) One member of the business community with expertise in construction management employed by a firm with more than $25 million in annual revenue;

(B) One member of the business community who is a licensed professional engineer; and

(C) One member of the business community with expertise in finance.

(c) The terms of these committee appointments shall be for two years. At least three of these appointees shall reside outside of the Augusta, Georgiapolitan Atlanta area. The appointments shall be made as soon as feasible, but not later than August 1, 2015. The committee shall meet once a month or as needed and shall issue model guidelines to local governments no later than July 1, 2016. Such guidelines shall be updated every two years. The members of the committee shall elect a chairperson and a vice chairperson who shall serve for two-year terms in such office.

(d) Citizen members shall receive a daily expense allowance in the amount specified in subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance authorized for state employees.

(e) Staff support shall be provided by the Department of Administrative Services, the Governor's office, and the Office of Planning and Budget.

36-91-112.

(a) Prior to executing any comprehensive agreement for the development or operation of a qualifying project pursuant to an unsolicited proposal received by a local government under this article, the local government shall adopt either:

(1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act Guidelines Committee; or

97 97 (2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each
98 98 of the factors identified in subsection (b) of this Code section.
99 (b) The model guidelines shall include, at a minimum, the following:
100 (1) The period of time each calendar year when the local government will consider
101 receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying
102 projects, and such limited time period shall be established within the sole discretion of
103 the local government;
104 (2) Procedures for the financial review and analysis of an unsolicited proposal that may
105 include:
106 (A) A cost-benefit analysis;
107 (B) Evaluation of the public need for or benefit derived from the qualifying project;
108 (C) Evaluation of the estimated cost of the qualifying project for reasonableness in
109 relation to similar facilities;
110 (D) Evaluation of the source of funding for the project;
111 (E) Consideration of plans to ensure timely development or operation;
112 (F) Evaluation of risk sharing, including cost or completion guarantees, added value,
113 or debt or equity investments by the private entity; and
114 (G) Consideration of any increase in funding, dedicated revenue source, or other
115 economic benefit that would not otherwise be available;
116 (3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local
117 government elects to charge the private entity for the processing, review, and evaluation
118 of an unsolicited proposal;
119 (4) A requirement for the issuance of a request for proposals upon a decision by the local
120 government to proceed with a qualifying project pursuant to an unsolicited proposal;
121 (5) Procedures for posting and publishing notice of the opportunity to offer competing
122 proposals;
123 (6) Procedures for the processing, review, and consideration of competing proposals, and
124 the period for the processing, review, and consideration of competing proposals shall not

be less than 90 days;

(7) Procedures for determining whether information included in an unsolicited proposal shall be released as part of any request for proposals to ensure fair competition; and

(8) Procedures for identifying and appointing an independent owner adviser to the local government with expertise in architecture, engineering, or construction management to assist in the evaluation of an unsolicited proposal and to serve as owner adviser to the local government if the local government chooses to pursue any ensuing solicited bid process. The local government shall not be obligated to engage such services.

36-91-113.

(a) If a local government adopts a rule, regulation, or ordinance affirming its participation in the process created in this article, a private entity may submit an unsolicited proposal for a project to the local government for review and determination as a qualifying project in accordance with the guidelines established by the local government. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

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

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

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

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

(4) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; a description of user fees, lease payments, and other service payments over the term of the comprehensive agreement pursuant to Code Section 36-91-115; and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;

(5) A business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data;

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

(7) Such additional material and information as the local government may reasonably request.

(b) For any unsolicited proposal of the development of a project received by a local government, the local government may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(d) A private entity assumes all risk in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a local government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss

of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

36-91-114.

(a) The local government may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 36-91-113 as a qualifying project. Determination by the local government of a qualifying project shall not bind the local government or the private entity to proceed with the qualifying project.

(b) Upon the local government's determination of a qualifying project as provided in subsection (a) of this Code section, the local government shall:

(1) Seek competing proposals for the qualifying project by issuing a request for 191 proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the local government shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The local government shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the local government's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the local government deems appropriate.

(d) After ranking the proposals, the local government shall begin negotiations with the first ranked private entity. If the local government and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the local government may conduct negotiations with the next ranked private entity. This process shall continue until the local government either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before the full execution of a comprehensive agreement, the local government may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the local government to take action that would impact the debt capacity of the State of Georgia or any local government. The credit of this state shall not be pledged or loaned to any private entity. The local government shall not loan money to the private entity in order to finance all or a portion of the qualifying project. A multiyear lease entered into by a local government which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

36-91-115.

(a) The comprehensive agreement entered into between the local government and the private entity selected in accordance with this article shall include:

(1) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(2) Dates and schedules for the completion of the qualifying project;

(3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(4) Any reimbursements to be paid to the local government for services provided by the local government;

(5) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;

(6) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the local government on a periodic basis; and

(11) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government.

including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with Code Section 36-91-116.

(b) The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of this article and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

36-91-116.

(a) In the event of a material default by the private entity, the local government may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 36-91-115.

(b) The local government may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project subject to statutory limitations on the availability of future appropriated or otherwise unobligated funds.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this article. Any local government having the power of condemnation under state law may exercise such power of

condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the local government elects to take over a qualifying project pursuant to subsection (b) of this Code section, the local government may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

36-91-117.

All power or authority granted by this article to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this article shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a local government elects to proceed under this article.

36-91-118.

Nothing in this article shall be construed as or deemed a waiver of the sovereign or official immunity of any local government or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

36-91-119.

(a) Local governments that proceed with procurement pursuant to competitive sealed bidding as defined in Code Section 36-91-2, or any other purchasing options available under current law, shall not be required to comply with this article.

(b) Nothing in this article shall apply to or affect the State Transportation Board, the 3 15 Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this article shall abrogate the obligations of a local government or private entity to comply with the public meetings requirement in accordance with Chapter 14 of Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of

Title 50."

SECTION 3.

Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended by adding a new chapter to read as follows:

"CHAPTER 5C

50-5C-1.

As used in this chapter, the term:

(1) 'Affected local jurisdiction' means any county, municipality, or school district in which all or a portion of a qualifying project is located.

(2) 'Comprehensive agreement' means the written agreement between the private entity and the responsible public entity required by Code Section 50-5C-5.

(3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire, install, construct, operate, maintain, or expand.

(4) 'Person' means an individual, corporation, partnership, trust, association, or other legal entity.

(5) 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

(6) 'Public entity' means a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, including the Board of Regents of the University System of Georgia as well as a local government or local authority.

(7) 'Qualifying project' means any project submitted by a private entity as an unsolicited proposal in accordance with this chapter and subsequently reviewed and approved by a responsible public entity, within its sole discretion, as meeting a public purpose or public need. This term shall not include and shall have no application to any project involving:

(A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46; (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46; (C) Cable and video services pursuant to Chapter 76 of Title 36; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36.

(8) 'Responsible public entity' means a public entity that has the power to contract with a private entity to develop an identified qualifying project. For any unsolicited proposal for a project at one or more institutions of the University System of Georgia, the responsible public entity shall be the Board of Regents of the University System of Georgia or its designees. For any unsolicited proposal for a project for one or more state government entities, other than an institution of the University System of Georgia, the responsible public entity shall be the State Properties Commission.

(9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(10) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a responsible public entity and is not in response to any request for proposal issued by a responsible public entity.

50-5C-2.

For any qualifying project undertaken by the State Properties Commission, the Georgia State Financing and Investment Commission shall be solely authorized to develop guidelines for this process. For any qualifying project undertaken by the University System of Georgia, the Board of Regents of the University System of Georgia shall be solely authorized to develop guidelines for this process.

50-5C-3.

(a) Between May 1 and June 30 of each year, a private entity may submit an unsolicited proposal for a project to the responsible public entity for review and determination as a qualifying project in accordance with the guidelines established by Code Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of

such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

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

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

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

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the public and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;

(4) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; a description of user fees, lease payments, and other service payments over the term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;

(5) A business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data;

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

(7) Such additional material and information as the responsible public entity may reasonably request.

(b) For any unsolicited proposal for the development of a project received by a responsible public entity, the private entity shall reimburse the responsible public entity for the actual costs incurred to process, review, and evaluate the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code section to a responsible public entity shall also notify each affected local jurisdiction by furnishing a copy of its unsolicited proposal to each affected local jurisdiction.

(d) Each affected local jurisdiction that is not a responsible public entity for the respective project may, within 45 days after receiving such notice, submit any comments regarding the unsolicited proposal it may have in writing to the responsible public entity and indicate whether the project is compatible with local plans and budgets. A project shall be consistent with zoning and land use regulations of the responsible public entity and each affected local jurisdiction.

(e) The responsible public entity may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the responsible public entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(f) A private entity assumes all risks in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a responsible public entity shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

50-5C-4.

(a) The responsible public entity may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project. Determination by the responsible public entity of a qualifying project shall not bind the responsible public entity or the private entity to proceed with the qualifying project.

(b) Upon the responsible public entity's determination of a qualifying project as provided in subsection (a) of this Code section, the responsible public entity shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the responsible public entity shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The responsible public entity shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the responsible public entity deems appropriate.

(d) After ranking the proposals, the responsible public entity shall begin negotiations with the first ranked private entity. If the responsible public entity and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the responsible public entity may conduct negotiations with the next ranked private entity. This process shall continue until the responsible public entity either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before full execution of a comprehensive agreement, the responsible public entity may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the State of Georgia. The credit of this state shall not be pledged or loaned to any private entity. The responsible public entity shall not loan money to the private entity in order to finance all or a portion of the qualifying project. All power or authority granted by this chapter to public entities shall be in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter. A multiyear lease entered into by the state as lessee under this Code section which is not terminable at the end of each fiscal year during the term of the lease shall be subject to and comply with the provisions of Code Section 50-16-41, specifically including compliance with any multiyear contract value authority adopted by the Georgia State Financing and Investment Commission for each fiscal year.

50-5C-5.

(a) The comprehensive agreement entered into between the responsible public entity and the private entity selected in accordance with this chapter shall include:

(1) A thorough description of the duties of each party in the completion and operation of the qualifying project;

(2) Dates and schedules for the completion of the qualifying project;

(3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;

(4) Any reimbursements to be paid to the responsible public entity for services provided

by the responsible public entity;

(5) A process for the review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to reasonable standards acceptable to the responsible public entity;

(6) A process for the periodic and final inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible public entity for those components of the qualifying project that involve construction, and bonds, letters of credit, or other forms of security acceptable to the responsible public entity for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the responsible public entity accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the responsible public entity on a 5 periodic basis; and

(11) Provisions governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity, including provisions compliant with state constitutional limitations on public debt.

(b) The comprehensive agreement may include such other terms and conditions that the responsible public entity determines will serve the public purpose of this chapter and to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

50-5C-6.

(a) In the event of a material default by the private entity, the responsible public entity may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 50-5C-5 in accordance with Code Sections 13-10-40 through 13-10-65.

(b) The responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this chapter. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the responsible public entity elects to take over a qualifying project

pursuant to subsection (b) of this Code section, the responsible public entity may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

50-5C-7.

All power or authority granted by this chapter to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general or special law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter.

50-5C-8.

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or official immunity of any responsible public entity or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

50-5C-9.

Any law enforcement officers of the public entity shall have the same powers and jurisdiction within the portion of such qualifying project as they have in their respective areas of jurisdiction, and such law enforcement officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

50-5C-10.

(a) Responsible public entities that proceed with procurement pursuant to competitive sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options available to them under current law, shall not be required to comply with this chapter.

(b) Nothing in this chapter shall apply to or affect the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or

private entity to comply with the public meetings requirement in accordance with Chapter 14 of this title or to disclose public information in accordance with Article 4 of Chapter 18 of this title."

SECTION 4.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 5.

All laws and parts of laws in conflict with this Act are repealed.

Augusta
GEORGIA

Frequently Asked Question:

1. What is an unsolicited proposal?

A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

A "qualifying project" as defined broadly under the PPFIA. Specifically, the PPFIA defines a "qualifying project" as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need.

2. What is NOT an unsolicited proposal?

Projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

- "Advertising material" - Material designed to acquaint the Government with a prospective contractor's present products, services, or potential capabilities, or designed to stimulate the Government's interest in buying such products or services.
- "Commercial item offer" - An offer of a commercial item that the vendor wishes to see introduced in the Government's supply system as an alternate or a replacement for an existing supply item. This term does not include innovative or unique configurations or uses of commercial items that are being offered for further development and that may be submitted as an unsolicited proposal.
- "Contribution" - A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it on the Government's behalf.

3. What constitutes a valid unsolicited proposal?

A valid unsolicited proposal must-

- Be innovative and unique;
- Be independently originated and developed by the offerer. Unsolicited proposals in response to a publicized general statement of agency needs are considered to be independently originated;
- Be prepared without Government supervision, endorsement, direction, or direct Government involvement;
- Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency's research and development or other mission responsibilities;
- Not be an advance proposal for a known agency requirement that can be acquired by competitive methods, and
- Not address a previously published agency requirement.

4. What information is required on a valid unsolicited proposal?

Please visit http://www.augustaga.gov/679/Procurement for more information.

5. What about identifying and marking proprietary information?

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

6. Does it cost anything to submit an unsolicited proposal?

Yes, there is a cost (fee)

The initial proposal-processing fee is $100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

The detailed evaluation fee applies only to proposals that are determined to merit further consideration. At such time, that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< 1 Million	$5 000
$1 Million - $20 Million	$10 000
$20 Million - $50 Million	$20,000
$50 Million - $100 Million	$35 000
$100 Million - $500 Million	$60 000
$250 Million - $500 Million	$85,000
$500 Million - $1 Billion	$110,000
> Billion	TBD

Proponents are expected to meet their own costs as proposals progress through the various stages of the process.

7. How do I submit a formal proposal?

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

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901

8. What format should be used when submitting Unsolicited Proposals?

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

Please visit: http://www.augustaga.gov/unsolicitedproposal

9. Will proposals that relate to a matter currently the subject of a competitive tender process be considered?

Under Senate Bill 59 of the Guide states that proposals for projects where a tender process has formally commenced, whether published or not, are unlikely to be considered.

10. Can I submit an unsolicited proposal to another government department/agency other than the Procurement Department?

No, Augusta's Procurement Department will receive all proposals.

11. Why submit an unsolicited proposal if it might be subject to a competitive tender process?

An unsolicited proposal can be a valuable means for communicating innovative ideas to Augusta, Georgia. If a proposal does not satisfy the assessment criteria set out in the Guide but Augusta sees merit in the proposal (or similar), the government may consider offering delivery of the proposal to the market.

In the event that a competitive tender process is considered appropriate, the government will respect any intellectual property of the proponent. The proponent may participate in any procurement process.

Please review the following sections in the Augusta, Code for more details:

SEC. 1-10-72 Request for Proposals

SEC. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to offer competing proposals

12. How long does each stage of the unsolicited proposals process take?

The timeframe for each stage of the unsolicited proposals process is subject to the complexity of the proposal and the number of stakeholders involved.

13. How detailed should the initial submission be?

For the purposes of evaluating a proposal, proponents should complete the required information as listed in stages one and two of the Guidelines and review the Augusta, Georgia Code.

Please visit: http://www.augustaga.gov/unsolicitedproposal

14. Is there a minimum threshold for proposals that can be assessed under the unsolicited proposals guidelines?

No, there is no minimum monetary threshold for proposals that can be assessed. All innovative proposals that address the assessment criteria under the Guide will be considered.

15. My proposal contains commercial-in-confidence information. How will this be treated throughout the unsolicited proposals process?

All unsolicited proposals submitted are confidential unless they reach Stage III of the process where brief details of the proposal will be published on Augusta, Georgia website. However, please note "Georgia Open Records Act" may apply.

See Augusta Code: Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal Georgia Open Record Act

16. My proposal contains details on intellectual property that I hold. How will this be treated throughout the unsolicited proposals process?

Augusta will respect any intellectual property of proponents throughout all stages of the unsolicited proposals process.

17. Can I submit additional documentation (attachments) with my unsolicited proposal?

Proponents are able to submit any additional documentation or material with their unsolicited proposal application, provided that such material is relevant to addressing the questions raised in the Schedule of Information Requirements.

18. Who can I contact after I have made a submission?

Please Contact:

The Director of Procurement
Augusta Procurement Department
UNSOLICITED PROPOSAL
535 Telfair Street - Room 605
Augusta, Georgia 30901
Or

E-mail to:
unsolicitedproposal@augustaga.gov

19. My proposal did not proceed to Phase 2. Can I receive feedback on my proposal?

Proponents that are unsuccessful in Phase 2 of the unsolicited proposals process will be given reasons on why Augusta, Georgia has decided not to proceed with their proposal. Feedback will be in accordance with the assessment criteria outlined in the Guidelines.

20. I have submitted a proposal. Can I contact other government departments during the assessment of my proposal?

Proponents are forbidden to contact personnel within the government during the assessment of their proposal, other than the Procurement Director as stated in Question number 14.

Original

Creative Outdoor Advertising of America

2024 UNSOLICITED PROPOSAL

For

Augusta-Richmond County Unified Government, Georgia





Address:	8875 Hidden River Parkway, Suite 300, Tampa, FL 33637
Email:	JerryPresley@CreativeOutdoor.com
Contact:	Jerry Presley, President – U.S. Division
Phone:	1- 813-955-4903 or 1-800-661-6088 Ext. 703
Date:	December 12 2024

Creative Outdoor COA Established 1984

Original

COA
Creative Outdoor

Augusta-Richmond County Unified Government
Ms. Geri Sams, Director
Procurement Department
535 Telfair Street – Room 605
Augusta, GA 30901

Attention: Unsolicited Proposal

RE: Creative Outdoor Advertising Public Space Amenities Program for the City of Augusta and unincorporated Richmond County

On behalf of Creative Outdoor Advertising of America, Inc. (COA), I am pleased to present this proposal regarding the supply, conversion, installation, and maintenance of a public amenities program with sponsorship rights for the City of Augusta and surrounding unincorporated communities for the benefit of and use by the traveling public. COA believes this proposal creates an opportunity for City leaders to build a more comfortable, convenient traveling experience in a way that is beneficial to all parties involved. It is our intention to provide a public seating program that will exceed the expectations of residents, visitors, and our municipal partners.

COA has forty years of expertise in the Street Amenities business, which has made us the most reliable and efficient on-street advertising firm in business today. COA services over 250 public-private partnership programs with municipal governments and public transit agencies throughout North America. We currently provide marketing, sales and maintenance services to over 18,000 amenities. We effectively manage over 5,000 sponsorship clients- enjoying a 75% advertiser renewal rate, and an 85% occupancy level, which results in a strong program for our municipal and transit partners, the general public and the local sponsoring business community.

The following pages will detail our plan for working in partnership with the Augusta-Richmond County Unified Government to improve amenity services and better serve the community in the coming years. Our proposal features the Avenue and Lexington seating units. COA will supply your community with its choice of amenities in specified locations approved by the Augusta Commission in exchange for the right to sell advertising space to corporate sponsors on these amenities. In return, COA will provide the Augusta-Richmond County Unified Government with a revenue stream created from the sponsorship leases on the units.

We are confident that this proposal will clearly demonstrate COA's proven commitment to partnership and our operational experience, corporate tenure and ability to address the future street furniture needs of the Greater Augusta Community.

Thank you for considering this proposal and please do not hesitate to contact me should you have any immediate questions or comments regarding its contents.

Sincerely,

Jerry R. Presley
President – US Division

Tel: 1.800.661.6088
Fax: 1.866.426.2237
www.CreativeOutdoor.com

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Contact Information

COA prides itself on delivering the utmost in customer service to each municipal client it serves. As such, any of our Municipal Relations staff can assist a municipal or transit partner with addressing any questions or concerns relating to our program.

US Headquarters

Address:

8875 Hidden River Pkwy. Suite 300
Tampa, FL 33637

- Phone: 1-800-661-6088
- Fax: 1-866-426-2237
- Email: Municipal@CreativeOutdoor.com

Primary Contact

For information related to this proposal, your contact information is as follows:

- Jerry Presley — President – U.S. Division
- Cell: 1-813-955-4903
- Office: 1-800-661-6088 Ext. 703
- Email: JerryPresley@CreativeOutdoor.com

Confidentiality and Trade Secrets

The information herein is considered proprietary and confidential and is considered Trade Secrets. Particularly information pertaining to:

- The marketing procedures which COA use
- The maintenance procedures which COA use (MDaCS), and
- WebPortLive

Qualifications and Experience

Company Information

• Established	1984
• Incorporation Date	February 14, 1984
• Total Employees	120 Full and Part Time
• Client Renewal Rate	over 75%
• Occupancy Rate	over 85%
• Units in place across North America	> 45,000
• Municipal and Transit partners	> 300

COA is an industry leading innovator in public space street amenities such as seating, waste management, recycling, newspaper and publication dispensary devices, bike racks and other streetscape products.



Current Workload

COA manages Public-Private Partnership programs across North America in over 250 territories in the U.S. and Canada. We currently have street amenity projects operating in 25 states including Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Idaho, Louisiana, Maryland, Massachusetts, Missouri, Mississippi, New Jersey, New York, Ohio, North Dakota, South Carolina, South Dakota, Virgina, Washington, Wisconsin and Wyoming. In 2022, we partnered with new investors to expand our partnership programs to serve all 50-states and grow our presence within our existing markets.

History

COA's only business over the past 40 years has been the successful implementation of unique Public-Private Partnerships that provide local communities with needed public space street amenities at absolutely no cost to taxpayers or the traveling public. By focusing solely on cost-free public space amenity programs, COA has developed lasting, mutually beneficial partnerships with local governments, transit agencies, businesses, advertising firms, transportation stakeholders and the public, which has allowed COA to reach growth rates that are unmatched in today's Out-of-Home advertising industry!

COA's growth has occurred because we are fully committed to building and nurturing mutually beneficial relationships, investing in new technology, ***thoroughly understanding our client base*** and developing operational systems that have created ***a 75% renewal rate and an 85% occupancy rate related to our corporate sponsorship programs***. Collectively, this has translated into an extremely successful organization. It has allowed for ongoing reinvestment in product development and the creation of leading-edge outdoor amenity designs for use by local communities and the businesses that sponsor our programs.

Our record of accomplishment speaks for itself. COA has never negligently lost a municipal contract and has never missed a payment to any municipality, transit authority or designated non-profit beneficiary.

Outstanding Performance

- COA delivers to its advertising clients, 97% of its product on time on all units, and over 99% on pre-installed units
- COA handles every aspect of the commercial client's investment from design to installation
- COA promises production of tough, durable vandal resistant second surface Lexan fronted signage
- COA provides service, cleaning and maintenance of clients sign for the duration of the contract
- COA will identify and refine advertising messages, ensuring only the best suited for its amenities and local area, are put in place
- COA provides as quoted on-time delivery and installation of signs to GPS coded amenity site
- COA provides their clients with expedient delivery of color matches and quality graphics
- COA ensures that both its municipal and commercial clients have up-to-date and accurate information through its interactive secure web and telephone portals
- COA bills advertising clients properly. Any discrepancies are willingly corrected immediately

Nothing is left to the small businessperson, since for the most part they are not accustomed to buying advertising, and they will often "drop the ball". We provide a FULLY managed program intended to make their investment simple and effective!

Financial Stability

Strong capital presence allows COA to master all programs and deliver superior product and service to all its municipal partners.

COA has never taken part in any bankruptcy procedures and has an established bonding facility, and regularly obtains bonds required.



Demonstrated Success

Our success is due to our people. We've seen programs like Palm Beach County, FL go from billing less than $7,000 per month with another provider to billing over $20,000 per month under COA. Orange County, FL went from $23,000 per month to $36,000 per month! Both communities continue to grow in sales each year. COA can tell this story repeatedly, all thanks to our marketing and selling philosophies and practices.

In looking at COA's program from a financial perspective, it becomes evident that the real value is in the revenue generated AND in the *cost savings* offered to our Municipal Partners. COA's "No Cost Amenity" program delivers thousands of dollars in revenues and savings over the term of the contract.

Competitive Advantages

Listed below are some aspects of the program that will set COA apart from the competition.

A State-of-the-Art Proprietary Maintenance Program (MDaCS) - GPS verified and Bar-Coded, our program will provide transparent reporting of service and maintenance activity to municipal and transit partners. **ONLY COA can Offer MDaCS, ADDS and WebPortLive!**

Automatic Data Distribution systems (ADDS) to ensure that people that require information – have it when they need it!

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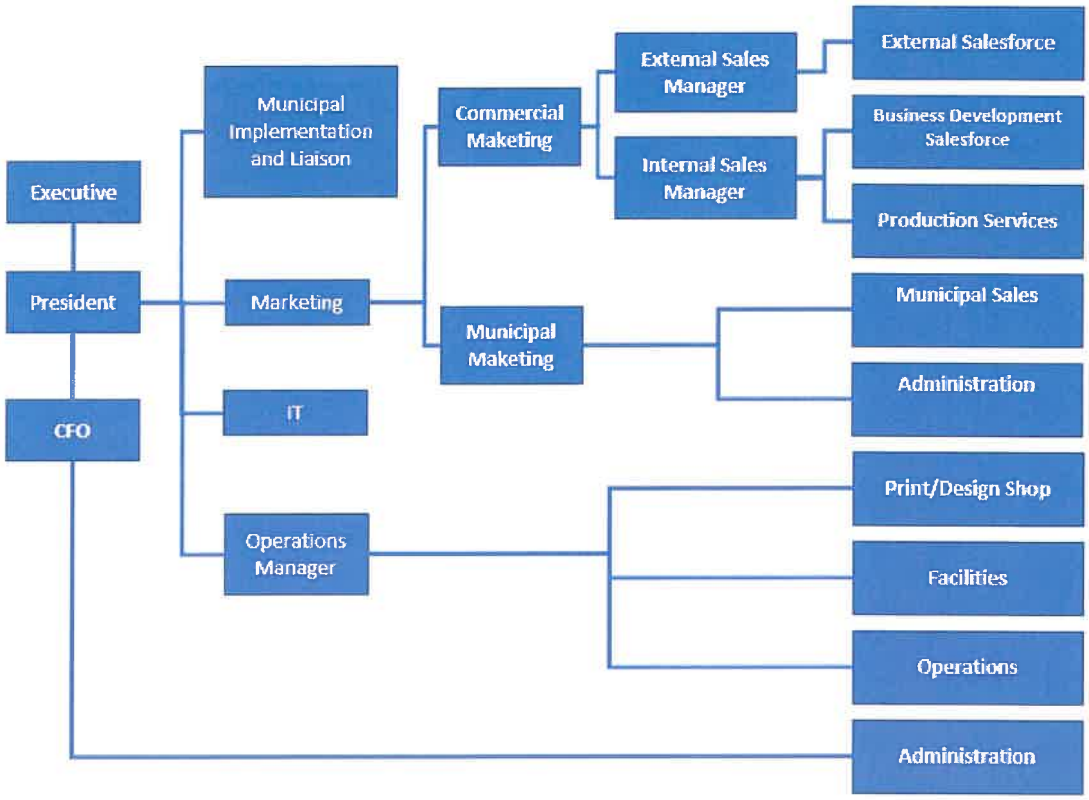
A Sales/Marketing Program that provides a unique and effective form of advertising solely to small local business owners with 75% Renewal Rate and 85% Occupancy Rate.

Industry Superior Interactive Website (WebPortLive) allows on-line monitoring and contact with COA Municipal Operations.

Organization Chart



COA's Management Team

COA's only business is the successful implementation of Public-Private Partnership Street Amenity and related sponsorship programs. Our offices are fully staffed and are on call 24 hours a day to look after the needs of our municipal clients, the paying customer, and the public. Our management team assumes responsibility for all municipal Partners.

Our product is on the street 24 hours a day, so it's very important that we as contractors are available, and capable of looking after it during that entire period.

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Liz Gayford, MBA, CA, Chief Executive Officer & Chief Financial Officer



Mrs. Gayford administers and oversees the day-to-day management of all aspects of COA's business activities in North America. In her role, as CEO, she serves as a critical leader to the organization bridging COA's Municipal, Operations and Sales divisions in a unifying effort to create a seamless corporate environment that ensures the successful implementation of our Public-Private Partnership initiatives, enhances and grows our market share, and strengthens the company's financial outlook so we can maintain and expand our street amenities and revenue programs for decades to come. As a licensed professional Chartered Accountant, Ms. Gayford can manage the financial growth and development of the company including all financial reports, finance and banking.

Jerry Presley, President – U.S. Division

Mr. Presley administers all US Public-Private Partnership programs and serves as a primary contact for all US municipal contract and operational matters. His leadership role is critical to COA''s success in our US market. Mr. Presley has 25 years of expertise in government with specializations in public-private partnerships, government relations, community planning, economic development, transportation & transit infrastructure and public administration. Mr. Presley provides on-going sales and account management expertise to COA's municipal and non-profit partners in the US.

John Apostolopoulos, Director of Municipal Relations

Mr. Apostolopoulos leads COA's Municipal Relations Division and serves as a key member of COA's management team. His focus is to administer, manage, cultivate, and coordinate all municipal partnerships and related contract activities. This includes partnership development, project implementation, and daily management and coordination of all related municipal contract responsibilities. He serves as the primary point of contact for all of COA's municipal & transit agency partners.

Debbie Boyce, Senior Vice President of Sales & Marketing

Ms. Boyce is a key member of COA's leadership team. Her focus is to administer, manage and coordinate COA's sales force and territory representatives throughout North America. In directing the sales efforts of some 35 salespeople, she is involved in, and responsible for the many needs of our valued sponsorship clients. Ms. Boyce has over 15 years of sales experience.

Karl Rumeo, Director of Municipal Operations

Mr. Rumeo is an integral part of COA's growth and success. His focus is to administer and manage all of COA's daily operational activities related to the installation, maintenance and daily care of all amenity projects and sponsorship space programs in North America. He has 33 years of operations experience beginning is career with COA as Maintenance Technician in 1991 at the age of 18. Mr. Romeo's dedication and commitment to excellence in operational matters, customer service and personal growth allowed him to rise to his current position of leadership at COA. Mr. Rumeo has had a hand in every single piece of COA's street amenity during his service with COA. Mr. Rumeo is continuously developing new systems and processes to improve our efficiency and effectiveness in service delivery on behalf of our partners. His commitment, knowledge and experience are unparalleled in the industry.

Local Representation/Office

Although COA has centralized many of its business operations and systems, we recognize that it is critically important to have local market representation to manage ongoing business functions and responsibilities. Individuals are and will continue to be located within a local regional service territory and will continuously receive ongoing training and constant support from COA.

We will NOT manage our program "at arm's length". COA hires all local regional market Sales and Operations staff. Our systems and processes are like franchises in that we merge our knowledge and expertise with the local business community through our local regional management team.

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Marketing Systems

Excellent Results



Our system has resulted in the highest occupancy rate, and most importantly, **yield** in our industry.

Our target market is small and medium independent businesses in the local area. While other media may be cost prohibitive for such businesses, our media and rates allow them to enjoy an excellent return on their investment.

COA's success has come from its very powerful marketing philosophies. With some 45,000 faces in over 300 markets, we have learned that there are three major ingredients that contribute to our phenomenal success.

Training - COA invests in its people. People are not only the most expensive resource in any organization; they are also its most important resource. Poorly trained or untrained people will prevent any business from developing to its potential.

- Before a salesperson can even approach a potential client, they must spend a full 80 hours in a classroom. New client representatives will "unlearn" anything they thought they knew about selling to small business, and they will learn how an individual must approach a small business to effectively gain the trust, and finally the business relationship from that business.
- Each week, every agent must participate in a 1-hour audio training session. Skills are refreshed, philosophies re-enforced, and experiences shared.
- Finally, COA holds two training conferences each year where agents are again encouraged to enhance their skills and the skills of those around them. They are also tested on their skills and knowledge.

Core Philosophies - at the center of our training are the following philosophies:

- **An agent works for his client NOT for COA**.
- The client is purchasing an intangible product that they must understand, and that it is our agent's role to teach them about the product they are considering.
- The sign message must be balanced and composed of the proper ingredients. COA has turned away business on a regular basis because of poor or ineffective ad panel design.
- All agents are paid based on the longevity of their clients and not on simply "signing them up".



Finally, all COA's employees are rewarded on the overall success of the company through a healthy profit-sharing program. This encourages everyone to work in harmony toward organizational success.

Sale of Sponsorship Panels

Local Business Community

COA's sponsor client base is largely local. While we do serve several larger firms, we find that the average yield is higher with the smaller local clients. Larger clients do support higher rates, but the vacancy levels are MUCH higher as they only tend to buy for brief periods.

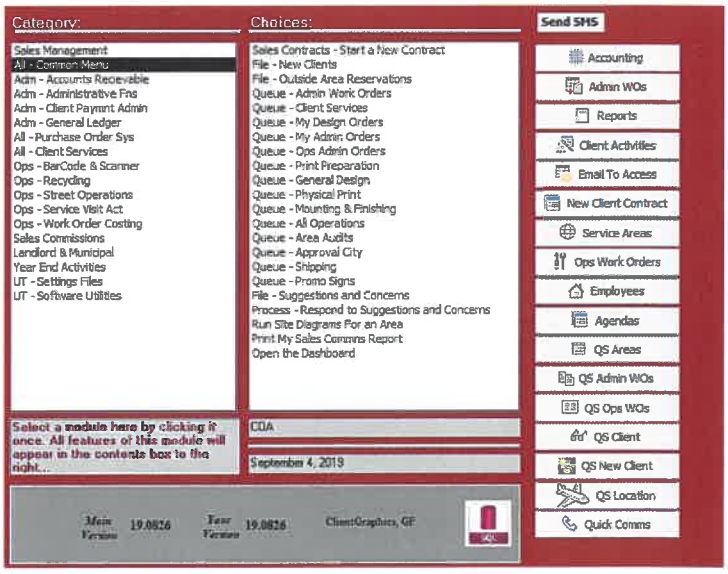
With our 40 years in business, we have never had a year where yields from larger clients exceeded those of the local business. Generally, we enjoy a local sponsor client base of more than 80%.

Training and Implementation

Our success flows from:

- Strongly entrenched policies
- Clear and concise procedure guides
- Easily accessible information for ALL employees
- The provision of the necessary tools
- The training necessary to use the tools provided
- Clear delineation of the services provided and the corresponding expectations
- Constant (weekly) training to keep information forefront in the minds of the individuals performing the fulfillment activities
- Continuous research and development to stay forefront on technology and products

COA is fully equipped and experienced to deliver the Scope of Work that August-Richmond County will require.

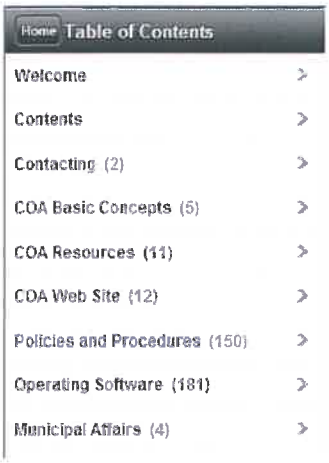


Policy and Procedure Manuals

COA has extensive Policies, Procedures, and Expectation Guides for every aspect of the organization. The information is available as

- Field Manuals

- Internet Help Files
- Smartphone Applications



These procedure guides are made as accessible and searchable as possible to encourage their use across the entire company.

COA equips its entire service staff and ALL of its sales representatives with the latest Smart phone technology that allow web access to all of COA's data.

Our people have on-line guides and videos covering everything from taking photos to sales and marketing philosophies!

Weekly Service and Sales conferences attended by our international staff bring to light both local, national and international challenges and solutions allowing us to not only develop as a company, but also to recognize, prepare for and adjust to rapidly changing market conditions and circumstances before they become problems!

Highly Sophisticated Marketing Programs

COA's Sales department is by far the best in the market today. The Sales department introduces COA into a new service territory by establishing a strong presence in the local business community and partnering with local business groups, associations and chambers. We educate our local territory Sales team about current market conditions and introduce our product to potential local business sponsors. With each new municipality COA enters, the success rate is unmatched with very low vacancy rate.

Sale of sponsorships is all managed by customized software which increases efficiency while reducing and eliminating error.

Marketing is all about maximizing the revenues generated from the project. The price of an individual face is not indicative of the gross revenue generated from the program. The ONLY number that has meaning is YIELD, or the average revenue generated for every face for every month it is available for sale.



We have the highest yield in the industry in North America. Regardless of the claims made by any other firm, every time this has been tested or questioned, COA has proven to be higher and by a substantial margin.

Many firms, especially those that sell primarily to national clients, are very comfortable with "Client Churn". Generally, this means that clients come and go as they "need "the advertising. While this is in fact the case with the national advertisers, it is NOT the case for the small business community.

This community is highly elastic and will quickly put their money elsewhere if they perceive the marketing tool such as the bench signs as too expensive for the value generated. Further, they will NOT return to the program. Once gone it is VERY difficult to persuade this client base to "try" again.

We have seen this happen in many communities, Advertising companies bid on projects, substantially raise the rates, then are mystified as the clients depart in droves. Unfortunately, the long-term negative ***accrues to the transit system***; especially in smaller communities where there are a limited number of smaller businesses, who communicate widely and freely their negative impressions of the media.

Client Churn may work in larger communities where there is an endless supply of clients, but not an area where the small and mid-sized business base is limited and largely unchanging!

Bench face revenues are derived from 3 sources:

- Small local businesses
- Regional Businesses
- National Advertisers

In smaller communities, ***the largest part of the revenues for amenity sponsorship space comes from the local business community.*** This is primarily because the price of more effective media is quite low relative to the larger markets. TV, newspaper, radio, billboards are much more affordable and therefore more coveted by the national advertisers.

As we have such a large list of advertisers, we have included a sample below for your reference.

(Regional) Florida:

- Catholic Charities Diocese of Palm beach – Riviera Beach
- Little Caesars Pizza – Riviera Beach
- 4 Corners Pharmacy – Hernando County
- Hernando Crime Stoppers – Hernando County
- Pasco-Hernando State College – Hernando County
- Blue Water Realty – Wakulla County
- Domino's Pizza – Jackson County
- Allstate Insurance – Springfield
- Jamba Juice – PBC
- Carvel Ice Cream – PBC
- National Outdoor Media – PBC
- Johnson & Johnson Inc. (Dunkin Donuts) – Live Oak

National:

- State Farm Insurance
- Keller Williams
- Remax
- Century 21
- The James Agency (Nationwide Insurance)
- Subway
- Metro PCS
- Budget Blinds

Reaching Potential Sponsors

COA employs highly sophisticated marketing programs to reach the potential advertisers. Marketing is one of COAs highest investments. We own a complete database of every business in the greater Augusta community. From the 1-person business to the 100,000-employee business, we buy the very best business databases.

We run our own call center which we use to communicate with every one of the businesses in the greater Augusta area. The call center introduces the program, and briefly highlights the benefits of having a sign. With 40 years of experience, we know how to reach and speak to the area business community. Our effective communication circumference is around 75%!!

We monitor all communications using Salesforce.com. This is integrated with our corporate database so that all metrics are constantly monitored. This is important in ensuring a high level of occupancy at all times. We have a set of well-established expectations, and any deviation is immediately addressed. We sell time, and lost time cannot be recovered!

We follow the introduction of the concept with a highly sophisticated (and VERY expensive) email campaign marketing and web monitoring and reaction system.

Our system:

- Tracks, manages, and reports on marketing campaigns
- Identifies campaign efficacies at each stage and manages each campaign through its entire cycle
- Scores campaign responses and ensures responses receive follow-ups
- Generates marketing analytics reports
- Maps ROI for marketing campaigns
- Tracks deals from inception to sale
- Provides accurate campaign forecasts
- Generates AND nurtures leads
- Website monitoring
- Email marketing

This is a small sampling of 1 branch email campaign: (Note that the system knows the company in the last example, even though it has no contact information!)



ssage Web_Activity_From_Drip_Email_Campaigns__Jun_2_2014_4_24_AM_EDT.xls (24 KB)

Saf Amhed ?	Apr 18, 2014 09:36 PM	2	http://mkto-d0177.com/530HAM13000003c000AU601	/COAMaster_SpecialOffer1.html	Coquitlam
Michael - Manticore Books	Apr 19, 2014 05:07 PM	1	http://mkto-d0177.com/530HAM13000003c0011fq1C	/COAMaster_SpecialOffer1.html	Orillia
Heather Rothman Royal Lepage Team Realty - Heather Rothman	May 02, 2014 07:07 AM	1	http://mkto-d0177.com/530HAM13000003c001KAp02	/COAMaster_SpecialOffer1.html	Montréal
Diana Sneddon Royal Lepage Team Realty - Diana Sneddon	May 02, 2014 07:46 AM	2	http://mkto-d0177.com/530HAM13000003c001KAw02	/COAMaster_SpecialOffer1.html	Ottawa
Barb Haggar Barb Haggar Real Estate	May 02, 2014 10:23 AM	2	http://mkto-d0177.com/530HAM13000003c0013fF04	/COAMaster_SpecialOffer1.html	Sioux Falls
Rhiannon Cook Manager Auto Xperts Service Centre	May 02, 2014 10:25 AM	1	http://mkto-d0177.com/530HAM13000003c004tiV0b	/COAMaster_SpecialOffer1.html	Hamilton
Tyler Verheul Remax Affiliates Realty - Tyler Verheul	May 16, 2014 08:47 AM	1	http://mkto-d0177.com/530HAM13000003c001LJ402	/COAMaster_SpecialOffer1.html	Ottawa
[not provided] Courtyard Condo Assn	May 30, 2014 05:25 AM	2	http://mkto-d0177.com/u/v0140U7x0duMH160A42k000	/COAUnsubscribePage.html	Hendersonville

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This system is so sophisticated; it monitors visits to our website and then contacts the sales rep to communicate with a lead who has been investigating the bench advertising program. The system can trace the individual to the company even without contact information by using the return IP address.

It's all about maximizing YIELD not price...

Accurate and Timely Delivery

- COA delivers 97% of its product on time on all units, and over 99% on pre-installed units.
- COA bills properly and should there ever be a need to, we will correct any billing or delivery errors.
- COA ensures that both its municipal and commercial clients have up to date and accurate information through its interactive secure web and telephone portals.
- COA handles every aspect of the commercial client's investment from design to installation. Nothing is left to the small businessperson.

Marketing and sales expertise are a key ingredient in maximizing the returns to both the proponent and the municipality. COA's expertise is tried and true and has led to the highest per face yield in North America.

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Advertising Face Production

COA has a centralized production facility, which manufactures all sponsorship panels for more than 45,000 units within all the Municipalities that we operate in throughout North America.



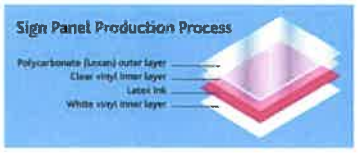
The copy is reverse printed on the back of a Lexan panel to prevent vandals from having direct contact with the copy. The effects of vandalism are greatly reduced.

As vandalism breeds vandalism, the need to keep each unit clean from day one cannot be overemphasized. More than keeping our partners or the user happy, **keeping the units clean keeps the sponsors using the product, and it keeps new sponsors interested**. It is after all the sponsors through their purchase of the advertising space who make the program possible.

Advertising Face Specifications

Universal Sign Production COA:

- Live Area = 71" x 23" (x cm x y cm)
- Copy printed with 5-year exterior ink on 3 mil vinyl
- Copy reverse mounted on a 60 mil piece of UV protected polycarbonate
- Backed by a second 3 mil vinyl laminate



Each installation has a single compact sign face integrated into the structural frame of the unit. The net benefit to the Greater Augusta community is a clean uncluttered look for its transit stops and pedestrian facilities.

Sponsorship Content

COA reserves the right in our client contracts to refuse any sponsorship that is found to be:

- Unsuitable or inappropriate
- False, misleading or deceptive
- Relates to an illegal activity
- Depicts violence and/or anti-social behavior
- Hold-up individuals or groups of people to public ridicule, derision or embarrassment
- Includes language, which is obscene, vulgar, or profane



COA, as a matter of policy, does not allow the advertising of any alcohol, tobacco or tobacco related products.

As a result, if any Augusta-Richmond County Official or Board are at any point uncomfortable with sponsorship content we can change or remove it without any legal repercussions. Municipal partners have FULL control over advertising content at all times.

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Community Services and Public Service Messages



During the term of our contracts, COA will provide our municipal and transit partners with up to 10% of available units upon which to promote municipal/transit/non-profit partner initiatives and public service announcements. As a paying customer has priority, should a customer purchase a location where a municipal/transit/non-profit partner message is in place, COA will do its best to relocate the partner PSA to a nearby location.

COA will also provide non-profit organizations with free message space to promote upcoming events in the area. Should COA receive a request from a charitable organization, we will happily work with them to assist them in getting their message out to the general public.

COA also assists local organizations with charitable donations. COA believes that it is vital to give back to the communities in which it operates, and we will continue to maintain this philosophy.

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Conversion/Installation Schedule

COA is completely equipped and experienced to convert/install public space amenities in the greater Augusta community. COA's product selection is such that will accommodate both esthetical and functional requirements for municipal and transit partners, while sustaining economical sponsorship and advertising opportunities to the local small business community. Working closely with municipal and transit officials, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed launch.

Project Summary

As part of our project plan, COA proposes to undertake the following:

- Convert/install approximately 202 brand new metal seating units of the Avenue or Lexington bench design as selected by the municipal partner.
- Install any needed concrete pads to ensure unit compliance with current laws and regulations including ADA accessibility & safety design requirements.
- Remove any existing seating units from the system which have either passed their life cycle or otherwise are desired to be replaced by the municipal partner.
- Match the current color/branding scheme for August-Richmond County (Please provide COA with the RAL color of choice).

COA is in the process of completing a 3-year 900-unit conversion in Orange County Florida. The results have been excellent, and the program speaks for itself! References are available upon request.

Implementation Plan / Project Schedule Overview

We anticipate starting the conversion/installation process after all approvals have been obtained. COA routinely installs more than 100 units a month.

Where necessary, appropriate agencies will be contacted for "locates" (utility etc. positioning on the site).

TIMELINE

Upon award of a contract with a municipal partner, COA would prepare a detailed installation/conversion schedule for the municipal partner's approval. Under no circumstances will COA install any product without approval from the municipal partner. Further, COA will recognize any existing contractual obligations of our municipal partners regarding any current public space amenities provider and will schedule around these obligations.



Schedule Specifics:

- Immediately upon contract signing, COA would order the product. Delivery is generally 8 to 12 weeks.
- Immediately upon contract signing, COA would begin the detailed site audit and report to the municipal and transit partner with regards to pad requirements, spacing, etc. Site approval requests are submitted to the municipal partner - See Appendix B for a sample site document. Generally, this process requires 5 business days.
- Immediately upon site approvals from the municipal partner, COA would begin the pad construction. This is the only part of the process that is a little more unpredictable. COA engages local suppliers to pour the

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pads, but generally this process takes about a month for 65 pads. But it could take as much as 3 months, so it is important that the municipal partner return the approvals as soon as possible.

If all goes well, the first batch of new units can be installed in as little as 8 weeks, but we expect this project to begin approximately 12 weeks after signing.

Audit



Before any work begins, COA 's local operations team will conduct a thorough audit of each potential site across the municipal partner jurisdiction. COA usually invites a representative from both the municipal and transit partner to join the audit so that they can see the care and detail we take to ensure there is agreement on site selection. It's crucial for the success of the program to choose locations appealing to both the public users and the program's business sponsors.

Following the audit, a detailed report will be prepared which will include photos of each site. (see Appendix B for report sample). This report will be sent to the municipal partner for approval. Only after COA receives approval from municipal partner will work begin on-site. All areas of interest to the municipal and transit partner will be audited and suitable sites will be added to COA's final location report.

Locations may always be audited with a designated municipal official (usually Public Works or Transit) in attendance so that both COA and the municipal partner can ensure the other party is in agreement with regards to what constitutes a suitable location. Great care is taken to ensure locations meet all municipal requirements.

Safety Clearance/Permits

Where necessary, municipal offices will be contacted for "locates" (utility etc. positioning on the site) and the necessary permitting processes. If adjacent property owner permission is required for base installation, COA has extensive experience in approaching the owner and explaining the benefits of the program. We enjoy around 80% success rate in working with these landowners.

Very rarely do we need to approach those adjacent property owners because we can usually ensure that the units will fit in the municipal right of way.

GPS Unit Identity



Once installed, each unit will be GPS identified, bar-coded and uploaded to our interactive website for monitoring by municipal and transit officials. Additional infromation on our interactive website will be presented later in this proposal.

COA's use of GPS technology links with a customized Smart phone App used by our local service team who visits each unit. All service work is logged using a App-based scanner system as well as photos of the sites. All this data is immediately available on our website through WebPortLive.

Web Portal (WebPortLive)

Municipal and transit officials will be given access to COA's Operations files online where they can monitor all service history for every installed unit. In addition, municipal and transit partners can interact directly with COA's service team by placing online work orders for any unit in place.

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COA will remain, at all times, accessible and accountable for its work in maintaining its units. Municipal and transit partners are exempt from all responsibility relating to this program – COA will handle every aspect of the public space amenities program, from start to finish.

Proposed Locations – "Why" Considerations

Throughout the municipal contract period these principles govern our conduct:

- Service considerations to the pedestrian and general public prevail
- Aesthetic considerations govern
- Obviously, advertising salability is important
- Safety Considerations govern, and of course
- The municipal partners maintain full control over all external aspects of the program.

Working closely with municipal and transit partners, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed conversion.

Adding Additional Units Later



The installation and removal of the product is a very efficient and simple process. COA simply needs to be alerted to the need for additional units at new locations and a unit will be installed within 14 days. The municipal partner would send an email, including details of the site location, (or submit a request using COA's operations website), to our Operations Department indicating that a new unit is needed.

COA will dispatch the Operations Team to audit the site and prepare a site report for the municipal partner, (which will include a photo of the site) and indicate where the unit is required (Sample Site Report See Appendix B).

Once the municipal partner approves the site audit, installation and GPS coding of the unit is scheduled.

Removing Units

The municipal partner can either send an email to COA's Operations Department with site details and instructions or submit a work order using COA's interactive operations website. Within a day or so the operations team will be dispatched to remove the unit and the work will be recorded and posted on-line.

If a pad was installed as a part of this project, then the pad will be removed, and the ground restored to the original surface.

Confirmation of removal will be sent to the municipal partner. If rapid removals for such things as construction are required, COA as a locally based company has the capacity to expedite unit removals.

Our contracts with our clients allow us to interrupt their advertising programs at any time. This is important not only for circumstances where restructuring occurs, but also to address such situations as construction, parades etc.

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Delivery Systems - Post Installation

Delivering our services;

- Maintenance
- Design
- Printing
- Sign Manufacturing
- Sign Installation and Removal

to both the municipality and our advertising clients efficiently and effectively requires a very sophisticated administrative system.

With almost 100,000 lines of code and 20 years in development, COA's delivery system is the finest available. Systems fully integrate so that checks and balances apply across all the areas of control.



Client satisfaction is very high because of these checks and balances. Billing and Finance is automated and tied directly to Operations, Maintenance, Sales, Design, Printing, and Posting. Each zone of responsibility must confirm fulfillment as per specific parameters or the system highlights the exception for management attention.

All activities are run through queues on a "first in first out" or FIFO basis. This system results in a fewer than 1% client complaint level across more than 45,000 units in over 300 cities and towns in North America. Considering that the amenities product is in direct contact with the public, this is exceptional. COA has acquired several companies over the past 5 years, and all experienced MUCH higher levels of customer dissatisfaction prior to COA taking over!

The operational system COA follows has proven successful and efficient in keeping records and processes intact eliminating inaccuracy and gaps.

COA's Environmental Commitments

Commitment to Reducing Greenhouse Gas Emissions and Energy Consumption

Businesses have a critical role to play in mitigating the effects of climate change by reducing greenhouse gas (GHG) emissions. At COA we understand the negative consequences of climate change and are committed to acting responsibly and conscientiously to protect people and the environment everywhere we operate. Wherever possible, COA employs solutions that reduce greenhouse gas emissions and energy consumption. For example, when COA staff are maintaining and installing benches, they visit the locations before or after hours. By optimizing travel times, COA ensures that fuel consumption and emissions are as limited as possible.

Commitment to Reducing Waste

COA uses recycling containers throughout the office and where other operations take place. Waste is always deposited separately from recyclable materials. Informative signs are posted near dump stations explaining proper waste/recycling disposal.

COA has a centralized production facility, which manufactures all sponsorship panels for more than 45,000 units within all the municipalities that we operate in throughout North America. The advertising copy is reverse printed on the back of a Lexan panel and can be peeled off. COA reuses all Lexan panels once the advertising copy is no longer needed.

Commitment to Sustainability

COA is constantly looking at ways to improve its efficiencies. From purchasing more fuel-efficient vehicles and using more energy efficient equipment. All the Street Furniture COA offers are 100% recyclable. Also, the materials COA uses in its sign production are reused and/or recycled materials. COA has also designed a base for some of our benches that emulates cement but is perpetually reusable. It's transferable if required and it is made of 100% recycled plastic.



Commitment to Contribute to Public Transit Ridership

The accessibility and safety of bus stops are critical considerations for patrons, potential users, transit agencies, and the communities they serve. We are committed to a transportation strategy, an innovative means of increasing ridership, and improving the image of public transportation in whatever ways are possible. COA understands that some transit customers are generally considered to be more vulnerable in terms of their accessibility and safety at bus stops. Women, children, senior citizens and the disabled often have additional or different needs and preferences than the population at large. COA addresses this need by providing furniture that is aesthetically pleasing, comfortable, convenient and accessible for all users.

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Product Design Philosophy

COA is a pioneer in the development and implementation of local format advertising amenity programs. COA's success has come from its ability to address Cities' requirements and formulate an appropriate program that is tailored to each neighborhood's requirement.

COA is able to individualize the program to a specific area through the products it offers. All of COA's products are designed in-house and offered exclusively by COA.



All COA products are made of high-quality durable materials, installed for ease of maintenance and repair, and are fire, animal, dent, and graffiti resistant. The unit offered is all designed to comply with wheelchair and accessibility regulations.

No other firm can provide any of these products. COA owns all the molds and dies for all of its products and has never sold a unit on the open market.

Design Innovation

COA's focus on new products has centered on the three fundamental concepts: durability, consistency, and modularity. Each product that is introduced to the market has these three factors embedded in their design. COA understands the importance of having products that can withstand the extreme climates that are present in North America. COA uses only the highest quality products in producing their units and that has led to its products having an extremely long lifecycle.

COA believes that the amenities should not stand out on the streetscape, but rather blend into their surroundings. Using this philosophy, COA has designed its product lines around the central concept of "consistency". All modular components share consistent design attributes and angles in order to present one uniform structure. No other products will have the common design elements and durability that these lines offer our municipal and transit partners.

Municipal Branding

COA understands the importance or branding the units to both the municipal/transit partner and the company supplying the products and maintenance. On each unit, there will be a faceplate with a municipal/transit logo of choice indicating that this program is in association with the municipal and/or transit partner. In addition to that faceplate, there will be a small "Signature Panel" with a COA toll free phone number whereby any concerns or problems with the program can be dealt with in a timely manner directly with the company, ideally avoiding the cost of municipal/transit administration.



Maintenance Systems, Procedures and Scheduling

COA leads the industry in providing their clients with state-of-the-art maintenance procedures, tracking and reporting systems. Municipal/transit personnel can quickly and easily determine the current maintenance status of any given amenity location on a 24/7 basis.

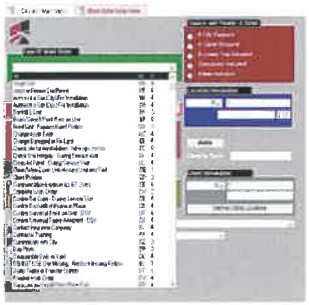
COA has built and maintains an extremely advanced proprietary computerized operational system that integrates maintenance, operations, media bookings, vacancies, changes client information, and financial record keeping, all within a single administrative system.



All units are GPS marked and bar-coded providing a unique identification for each unit, which allows the physical location and service record to be recorded.



COA Maintenance staff visit each location as required. They are equipped with a hand-held computer / GPS scanner. These portable units' interface with COA's main computer server to record the details of each visit.



The time and date of each visit is recorded along with maintenance that was undertaken and the amount of recycling and waste material collected. Any maintenance issues such as graffiti, vandalism or excessive litter around the unit is also recorded.

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On a regular basis, each unit receives a thorough cleaning using COA's mobile Power Washing vehicle, completely removing any built-up dirt.



Special notations are made to record whether there was a large amount of litter in the surrounding area or if additional maintenance or repair measures are needed that will then be dealt with in future visits.



Recording any ongoing operational procedures such as sign replacement, weed and snow removal or repairs recommended by either COA or municipal/transit staff.



Information that is collected and entered into the portable computer / GPS unit at the time of the maintenance visit is downloaded to COA's main computer within 12 hours of the visit. Municipal/transit staff can access the database at any time via secure access on COA's website to inspect or confirm maintenance visits and records.



Detailed and customized maintenance reports can be easily extracted from COA's database and delivered electronically to concerned municipal/transit staff contacts. Sales and financial reports that may also be required by municipal/transit partners are also generated in the same manner.

Unit Visit Frequency

Timing service visits is challenging. Different units across the community will require different frequencies.

Our Maintenance Data and Collection System calculates the number of visits required each week to keep the units clean and attractive. Calculated frequencies are always viewable on WebPortLive.

We will schedule our visits generally for the same day each week, weather permitting, to ensure consistency. As we use low noise vehicles, our crews should be able to attend to the units between 7 pm to 7 am to avoid disrupting the public. We are sensible to the noise by-law and ordinances, and we have never received a noise complaint.

The Service Visit activities that are included in each visit are as follows:

- Clean the entire outside surface of the unit, wipe the bottom so that is free from mud, road salt, etc.
- Clean and wipe the advertising panel. Make sure the Ad is free of dirt and graffiti.
- Remove any overgrown grass or weeds from around the unit.
- Advise COA of, and repair, any structural damage or problems with regards to the unit or surrounding the unit.
- Make repairs to the unit. This may involve re-anchoring the unit in the event it becomes dislodged, angling the unit, or replacing damaged parts.
- Pressure Washing of units (at least on a semi -annual basis)

It will take maintenance personnel approximately 5 -10 minutes to service each location throughout the term of the contract.

Complaint Response

Issues may come from a variety of sources. COA provides a variety of ways to "receive" complaints. At any time, 24/7 Municipal clients may enter Work Orders directly into COA's WebPortLive on the internet or may use the 24/7 hotline at our office number ext. 707. This line is monitored every 4 hours.

During regular business hours, all our office staff are trained to receive, and handle operations calls.

Response Times for Repairs

COA will manage municipal service area maintenance programs by employing local constituents from within the immediate area. We see a great advantage in running our maintenance program with people who add their understanding of local communities to COA's expertise in managing amenity programs that are second to none!

All of our maintenance people undergo substantial training BEFORE they are allowed to work with the product on the street. (All key service requirements in COA's agreement with municipal partners are also included in maintenance staff's employment contract.)

Our municipal/transit partners may provide written notice to COA when any unit requires regular maintenance or repair and COA, as soon as is reasonably possible, generally within several hours, but certainly and not later than 24 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.

We also offer an Emergency Reaction Service 1 800 661 6088 x 707 tended 24/7.

A municipal/transit partner may provide written notice to COA when any unit requires emergency maintenance or repair if its condition is such that, (in the municipal/transit partner's sole opinion), the condition renders a danger

to the public. In such an event, COA as soon as possible and not later than 4 hours after the giving of such notice, repair and make safe the unit at COA's sole expense and to the satisfaction of the municipal/transit partner.

Graffiti Removal

With 10,000+ units across North America, COA's people have become real experts in graffiti removal. Most graffiti removal should take no longer than 5 minutes to clean up if done properly. Regular attention is by far the best deterrent! We use several types of proven cleaners, which remove the graffiti, BUT DO NOT damage the Lexan surface.

Our furniture and ad signs are designed to not absorb the defamation. However, should our property be damaged beyond repair, COA will replace the required parts and signs at no cost to the city.

Pressure Washing Scheduling

The weather plays a key role in deciding when to complete the pressure washing. In spring, we try to co-inside the activity with the final spring street clean up.

It is done twice a year, but the winter and spring timing is important. COA has a great deal of experience, in many different climate zones, scheduling the right time to pressure wash the units.

Conveying Information To COA

We are set up to handle any type of notice process. The municipal partner may use fax, phone, email or website to alert us to a circumstance that requires our attention. With 45,000 pieces of street furniture under management, we regularly receive exceptional situation service call requests of all kinds.

This versatility slows municipal staff to alert us from almost anywhere with almost any device. In fact, all staff really have to remember is our web address (www.CreativeOutdoor.com) and they can send us notifications in almost any situations.



Safety Program

COA's Safety Program has been established through a combination of our acquired operational experience and continually updating and adhering to governmental safety standards. We are proud of our safety record, which has been unblemished since the company was established 40 years ago.

COA always requires its entire operational staff to wear florescent safety vests and boots. Work gloves are also worn whenever possible during maintenance, repair or installation of any unit.

COA schedules the actual installation or maintenance of its inventory of units during off-peak traffic hours to avoid potential congestion that might otherwise be caused to the flow of vehicular traffic on area roadways. While operational procedures are undertaken, large orange "pylons" are placed the required distance behind the service vehicle and are angled toward the curb. A flashing, intermittent orange warning light is utilized on all service trucks and are used in conjunction to the vehicles 4-way flashers to further inform oncoming traffic of the work situation ahead. Safety pylons are also placed around any excavation sites that are being prepared for the installation of

pads for the units. COA undertakes all "locates" before any excavations take place to identify any buried cables or obstructions.

COA adheres to all government safety advisories and regulations and would welcome learning of any additional safety requirements that Augusta-Richmond County would want the firm to be aware of and adhere to in the course of fulfilling this program.







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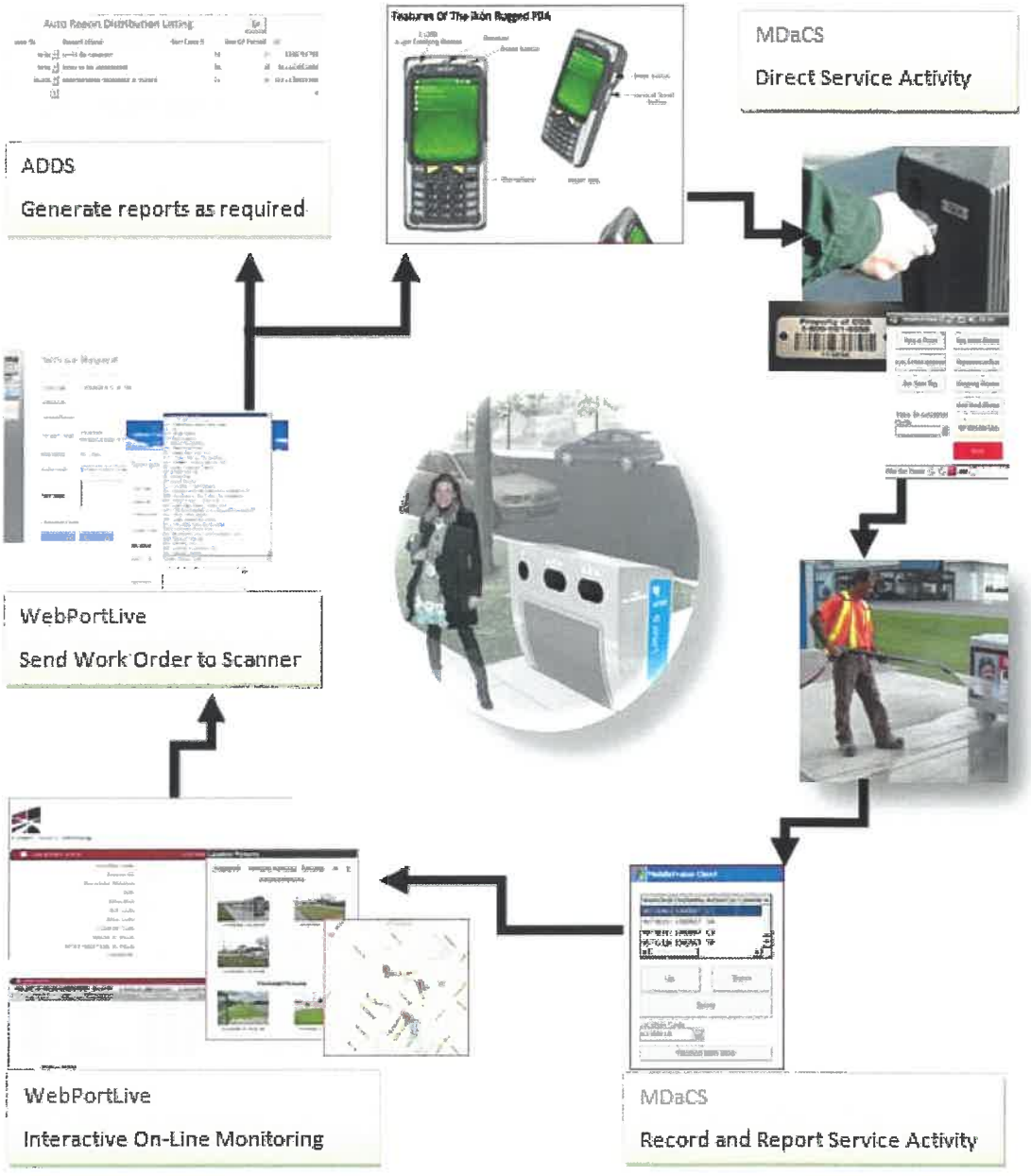
COA`s Maintenance and Data Collection Systems



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Data Collection and Reporting are critical functions in ensuring that the street amenities are kept clean, functional and safe. Any system to be effective must be written and designed to meet the needs of the program it's meant to monitor.

COA began the development of just such a program over 10 years ago, and today boasts a state-of-the-art proprietary system designed solely to guarantee that the municipal/transit partners objectives for a street furniture program are met.



System Highlights And Samples

In addition to a municipality's concerns for aesthetics and functionality, COA's data collection serves the sponsorship client with elements designed to ensure:

- Proof of performance
- Location guarantees and confirmation
- Instant location circumstance information

The system serves the individuals performing the maintenance by:



- Recording all activities
- Creating "before and after" activity photographic evidence
- Providing immediate feedback to operations dispatch
- Assisting in planning time and money effective routing

The entire system is based on two core elements:

A Security Coded Bar Code tag riveted to each piece of street furniture



- An all-weather handheld scanner with specific hardware attributes, namely:
- Laser scanner
- Full color camera
- Legible and interactive screen
- GPS recording module
- Continuos cellular bi-directional communication connections
- Voice connection available

To be truly effective the system needed to be directly connected to the master database. Real time, 2-way data flow is the most important so that:

- Municipal clients can see service records to prevent redundancies
- Sponsorship clients can see proof of purchase activity



Maintenance people can get immediate concern work orders without delay and without interruption to their regular activities

User Simplicity

The Main Menu allows the user to select from a variety of functions, but key functions are integrated to make sure that the user does not "forget" specific actions required.

For example, a unit installation will require the user to:

- Install the unit
- Install the bar code tag
- Install a sponsorship panel
- Take photos of the unit



All GPS functions are automatic and built-in requiring no user interaction.

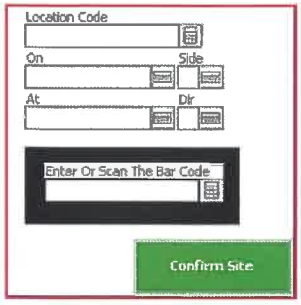
Sign Placement Control – Customer Satisfaction

COA delivers over 99.8% of its client's sponsorship panels on time and in the right place. This is unprecedented in the market segment and is made possible through the MDaCS system. The sign tracking and placement confirmation element is one of the most important aspects of the system.

Every aspect of design, printing, and placement (posting) is controlled by the MDaCS system to ensure customer on time accurate delivery. It is the sponsorship client that pays for the program and their satisfaction must be a paramount consideration for any program manager.

Maintenance Courses

The maintenance team follows a pre-established course. During this course (or service route), the units are scanned in succession.



Regular maintenance runs are "interrupted" by work orders as sites are scanned. Again, designed to force compliance, all work orders must be handled before the maintenance person can proceed.

Such Activities as:

- The various tasks completed by the maintenance person
- Snow or brush removal
- Cleaning Activities
- Graffiti clearing
- Any Photos (full color) of the units and/or parts if required by the incoming data

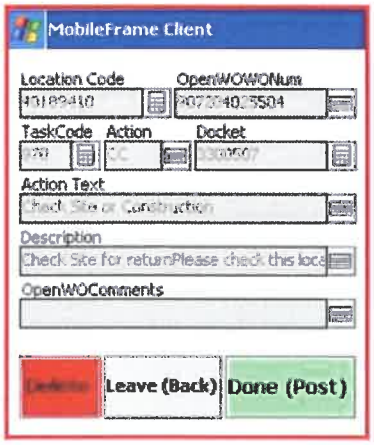
These data collection scanners have bi-directional, real time communication through the cellular data network and the units are voice capable if we need to contact the maintenance person verbally. However, verbal communication is rare because service requests from our municipal and/or advertising clients are transmitted directly to the units for completion.



Data Availability

The data collected which currently feeds directly into our master databases, if needed can be easily exported to Excel, PDF or CSV files. It is our hope that working with any municipality, we will be able to move this data directly to any type of Asset Management System the municipality may incorporate.

In theory, this would also allow a municipality the opportunity to feed data back through our system for maintenance requests therefore minimizing the costs and errors associate with the data movement. This can presently be done for municipalities without asset management systems through our Web Portal. (See our WebPortLive description.)



COA's application server retrieves the stored information and processes it, recording the site visit as completed, and posting the site visit information to:

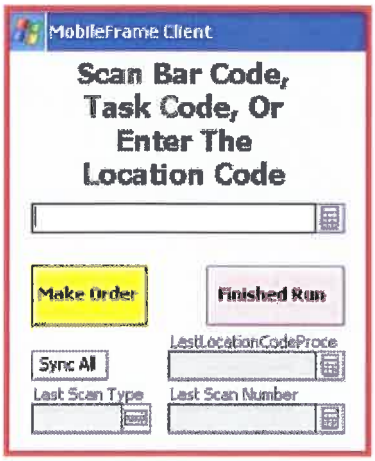
- Primary database
- Web Portal
- Mobile Information Database

(These are all the same source, simply different ways of accessing and viewing the data).

Follow Up and Email Alerts

"Follow-Up Work Orders" automatically create email alerts to municipal and/or sponsorship clients upon completion.

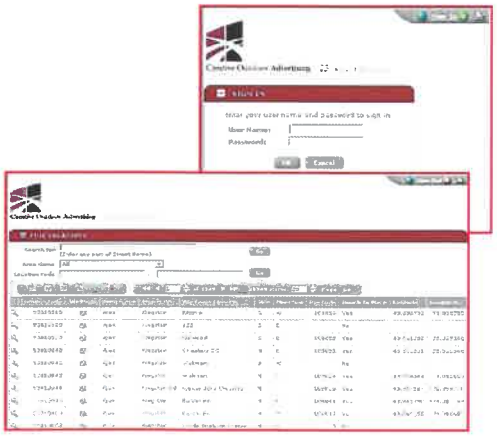
This process may also generate new work orders for site/location requirements. In addition, a municipality may provide COA with an email address for electronic confirmation. In addition, once certain types of Work Orders are attached to the municipal account, they will automatically alert the email address of the completion or status of a given work order.



All the maintenance software, except for the operating systems is proprietary to and belongs to COA.

COA's WebPortLive

COA has an industry standard on-line, interactive system to assist municipal officials in monitoring the amenity program. Each amenity can be viewed, and COA's ongoing service and maintenance work can be tracked.



"Up To The Hour" Reporting

Any municipality can secure many "UP to the Hour" Reports. This means that the data they are viewing is current and immediate. COA's Collection System combined with our Web Portal ***WebPortLive***, brings literally live data directly to the municipal user.

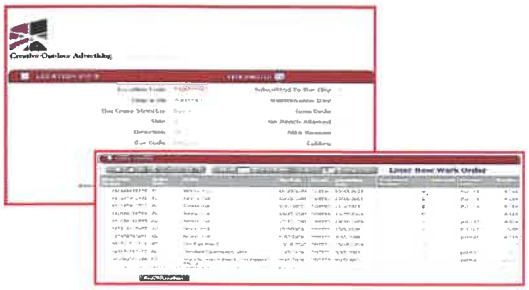
There is NO human interaction required to put data directly into the municipality's hands, it comes directly from the scanners to the portal in no more than 1 hour!

Logging-in is simple, and information access is quick and efficient.

Options

"Site Photo": Clicking on the Icon will show photos taken on site

"Magnifying Glass": This icon brings up site info and recent service history



"Enter New Work Order": Brings up a drop-down menu for a specific site and allows you to request specific action is taken related to that site

Readers are invited to look over this service innovation that we are pleased to make available to Municipal clients.

Once logged-in the user will be exposed to our site **Search and Selection**. Users can search the locations by street name or location code.

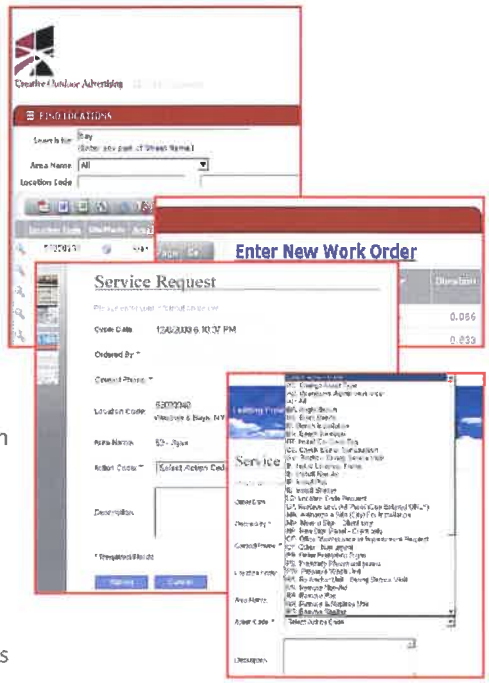
By typing in only a portion of the name, the system will show the user all the possibilities. From these you can choose several options. Typing "bay" brings up both the streets that matches "bay" and the cross streets that match "bay".

The user can see a site photo by clicking the camera icon and can see the site details by clicking on the magnifying glass on the far left of each site.

There are many details showing, but the user can see the Work Orders for this site by looking at the bottom of the page.

Work Order History

This page shows all the work orders for this site for the most recent period. Please be aware that this is not quite real time, and that Service Visit Actions are NOT (but can be) all included. (This omission relates to the technology used for the creation of this data and a "drowning in data" issue for the user. To adjust your service reports please call the office.)



To enter a new Work Order, a user simply clicks on the New Work Order section.

This will take the user to an entry screen where they select an Action Code then simply submit the order. Put in a description, and the COA ops team will get to the order within 4 hours.

This system allows access to a variety of different information including:

- Employee completion ID
- Dates
- Work details
- Images of the units on site
- Longitude and latitude covering every site we have in COA's network



Location Code	Area Name	Stop On	Cross Street	Side	Dir	BP	Longitude	Latitude	Map	Availability	Rate 1 (1 Unit)
26000522	Brampton, ON	Sandalwood	Sunny Meadow	S	W	Yes	-79.73956	43.74509	MapIt	Available	$149.00
26000524	Brampton, ON	Sandalwood	Sunny Meadow	N	E	Yes	-79.7389	43.74929	MapIt	Available	$149.00
26000570	Brampton, ON	Sandalwood	Torbram	N	W	Yes	-79.74858	43.76544	MapIt	Available	$149.00
26000583	Brampton, ON	Peter Robertson	Mountainash	S	W	Yes	-79.73223	43.76047	MapIt	Available	$149.00
26003055	Brampton, ON	Williams Parkway	Chrysler	N	E	Yes	-79.714507	43.749175	MapIt	Available	$149.00

The site is comprehensive and offers a municipal client extensive information.

This two-way communication has been a particular favorite for municipal/transit partners as it allows your staff to input directly the location and work required.

All work orders record the source of the work request and naturally the public is a source. We can easily track both the complaints received and COA's response to the complaint through easy access to our work order records.

Activities carried out become easy to read with time organized line items. Each line contains the controls necessary to instantly access photos, geographic location images and much more.

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Site Images

A full photo set exists for each location. Before and after photographs show the user how the site has changed with the installation. Digital Images are seen as thumbnails but can also be viewed and/or downloaded full size.



Information Availability

Information can be requested in a variety of forms by our municipal/transit partners to ensure that our clients can access and USE the information efficiently.

Reports and sets of data can be secured as PDF, Word, raw text, excel and/or mapped. This ensures that our reports cover all spectrums with regards to data accessibility. From this almost any data analysis can be done for the municipal/transit partners.

The data is under a less than 1-hour delay, (for system protection) but users can bring "NOW" data to meetings and conferences.

Our municipal/transit partners will have access to the system to monitor the condition of the units and advertising content and to:

- Create single item work orders for expedited tasks or group similar tasks
- Easily download and upload maintenance tasks to a hand-held unit (Laser Scan technology)
- COA can define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Capture complete history for analysis and forecasting (submitted to the municipal/transit partner to provide site by site analysis of historical data related to all maintenance)

Some examples of the reports that our municipal/transit partners can draw from the portal include:



- Street furniture types and Street furniture locations
- Maintenance activities performed (daily, weekly, monthly)
- Location of site
- Staff member performed
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site, cost of repair, installation, parts, labor, fuel, etc.



Mapping

Any set of data can be mapped to illustrate the geographic coverage. These maps aid our advertising clients in plotting out their message coverage giving them a solid sense of their reach to their audience. This is critical in offering our small business clients a close reach coverage program.

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Our municipal/transit partners frequently use this information to administer their programs and to ensure they have the service coverage they want.

WebPortLive Summary

COA's web portal WebPortLive:

- Makes all data fully available to our partners
- Maps all or portions of the database
- Gives the user FULL access to COA's maintenance activities at ALL times
- Ensures that users have up to the hour data access

It's the answer to:

- Seeing
- Monitoring
- Controlling

The Activity on the street!

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COA's Automatic Data Deployment System - (ADDS)

Municipal/transit partners may also request use of COA's Automatic Data Deployment System (ADDS). This system creates reports that can be formatted and emailed directly to the required person on a frequency as required by the organization or department.

Some examples of the reports that our municipal/transit partners can automatically receive include:

- Inventory database by type
- Street furniture types
- Street furniture locations
- Maintenance activities performed (daily, weekly, and monthly)
- Date
- Location of site
- Staff member performed
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site
- Cost of repair, installation, parts, labor, fuel, etc.
- Reports by employee noting average work time, route, and maintenance duties performed, etc.
- Full mapping services by GPS location
    - By street furniture type
    - By maintenance issue

The ADDS system ensures that the people who need the information – Get the information, ACCURATELY and ON TIME!!

Auto Report Distribution Listing

User ID	Report Literal	Run Code #	Day Of Period	ID
Gray	Units By Location	54	27	3246763765
Gray	Sites to Be Developed	54	18	911183852440
Aruda	Maintenance Required in Period	22	20	1011276961456
				0

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Appendix A

Product Information

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Creative Outdoor Advertising

The Avenue



SLEEK, CLASSIC, DURABLE STREET FURNITURE

Functional design and innovative construction have come together in the "Avenue". A street smart aesthetically pleasing design, the Avenue is vandal resistant and has a temperature control Thermo-Plastic coating. The Avenue's rugged all-weather construction and finish are ideal for regions with extreme weather conditions.It will not overheat on even the hottest days.

The Avenue seats 3-4 transit users and is designed with all smooth and rounded corners for the comfort and safety of the public. The long lasting durable custom color powder coat ensures that the unit lasts up to 15 years.

The Avenue is secured using an anchored installation and can be customized to include armrests, city logo and is available in various RAL colors.

KEY FEATURES

- Functional design and innovative construction
- Smooth rounded edges and no exposed hardware to protect public
- Armrests discourage vagrancy
- Thermoplastic PVC Coating
- Ultraviolet stabilized, fused and baked to a 90% gloss finish which looks great and prevents fading
- Graffiti resistant, easy to clean

MATERIAL	COLORS	DIMENSIONS	INSTALLATION
Aluminum	Various	72" L x 42" H x 21" D	Anchored to Concrete

Contact us for more information on this product or to hear more about our other product offerings!

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Creative Outdoor Advertising

The Lexington



ATTRACTIVE, DURABLE & MODERN STREET FURNITURE

Outstanding aesthetics and superior engineering have come together in the "Lexington". Corrosive-free, the Lexington is constructed of aluminum that is coated in Thermoplastic PVC. The Lexington is the strongest, most durable Thermoplastic-coated bench on the market today.

The Lexington's rugged all-weather construction and finish is ideal for regions with extreme weather conditions. It will not overheat on even the hottest days and has been tested to endure winter road salt, snow and ice. The Lexington will complement any streetscape and is an eye catching, worry-free bench solution for your community.

KEY FEATURES

- Functional design and innovative construction
- Smooth rounded edges and no exposed hardware to protect public
- Armrests assist seniors and discourage vagrancy
- Thermoplastic PVC Coating
- Ultraviolet stabilized, fused and baked to a 90% gloss finish which looks great and prevents fading
- Graffiti resistant, easy to clean

MATERIAL	COLORS	DIMENSIONS	INSTALLATION
Aluminum	Various (Gloss)	82.5" L x 43" H x 33" D	Anchored with tag bolts and assigned a GPS-verified barcode

Contact us for more information on this product or to hear more about our other product offerings!

T: 1.800.661.6088 F: 1.866.426.2237 CREATIVEOUTDOOR.COM

Appendix B

Sample Documents And Reports
Sample Site Audit Report

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SITE AUDIT

Creative Outdoor Advertising

SAMPLE OF A COA SITE PROPOSAL: *PRESENTED FOR APPROVAL AFTER COMPLETION OF STREET AUDIT.*

COA Stop#:	474004010	City Stop #:	16112
On-Street:	Moon Lake Rd	At-Street:	Bethwood Ave (10028 Moon Lake Rd)
Facing Dir:	S E	Municipality:	Pasco County, FL
Longitude:	-82.617983	Latitude:	28.303119



Concrete Pad Needed? (See Notes)		☐ Excavate / Form ☐ Pour 2% Slope ☐ 3" edging Brush finish ☑ Wire mesh or rebar enforced ☐

Notes:

New bench to be installed to the right side of the pad leaving room for Clear zone

CONCRETE: Photos of completed work clearly showing backfilling all sides and forms removed for inspection must be submitted to COA before work can be deemed complete for payment.

X _____

Proposed Amenity	
Lexington bench	
Proposed By	
Karl Rumeo COA	
TO BE COMPLETED BY CITY	
Approved:	
Returned w/o Action:	
Rejected:	
Date:	07/01/2021

SIGN HERE: _____

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Appendix C

Our Core Principals

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Creative Outdoor Advertising

COA Operations Principles

1. Complete Your Task Properly the First Time

a. All units should be safe, clean and left in good condition with no graffiti or structural damage.
b. All signs should be printed, shipped, installed with accuracy and on schedule.

2. Provide Complete and Accurate Information to Everyone

a. All staff should always:
- Report work order complete accurately and on time.
- Provide feedback to other departments regarding changes and/or concerns.
- Do as you say, say as you do

3. Demonstrate A Positive and Professional Attitude

a. All staff should be dressed in proper attire at all times.
b. All vehicles and work areas should remain clean and orderly.
c. As COA representatives, it is imperative you remain courteous and respectful at all times.

4. Fulfill Your Responsibilities in a Timely and Accurate Fashion

a. Organize and prioritize your work.
b. Plan your work, work your plan.

5. Your Success is the Company's Success

a. Know how to do your job and know your job scope. Ensure that you have the skills necessary to fulfill your role and if you do not, follow up and obtain them.
b. You are responsible for ALL aspects of your job. Do not pass the responsibility to others.
c. If you do your job well, COA can do its job well.

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Core Principles of the Sales Department

1. Complete Your Task Properly the First Time

a. Sell for the renewal by knowing your inventory and the benefits to the client before you call/cold call your potential clients.
b. Under promise and over deliver.

2. Provide Complete and Accurate Information to Everyone

a. To the client re: location, rates, availability, delays, snow etc.
b. To the ops department re: entering work orders. Confirm issues before asking ops to correct a problem.
c. To the admin department re: entering work orders, feedback from clients, credit card and auto debit information, using the communications file tab, completing contracts accurately

3. Demonstrate a Positive and Professional Attitude

a. Take pride in your work through your dress code, voicemail messages, email, and tone of voice.
b. Be polite in every situation.

4. Fulfill your Responsibilities in a Timely and Accurate Fashion

a. Ensure accurate contracts are sent to clients and admin by deadlines.
b. Ensure that COA fulfills its responsibility to create, print, install and maintain clients' signs.
c. Ensure that COA responds to administrative and other needs of clients.
d. You work for your Client

5. Your Success is the Company's Success

a. Understand that your role is critical to the overall success of the company.
b. You are COA

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Creative Outdoor Advertising

Core Principles of the Administration Department

1. **Complete Your Task Properly the First Time**

   a. Understand that every client interaction presents you with an opportunity to create a loyal long-term customer; do your part to build that loyalty.

   b. Check the client's statement and payments to make sure they owe money before you call to follow up.

   c. Print the client's statement for write-off purposes when you are processing their credit, delay billing or other administrative request.

   d. Slow down for each transaction that you process and use our checklists to make sure that steps are not missed, knowing that one missed step will create problems and extra work for everyone.

2. **Provide Complete and Accurate Information to Everyone**

   a. Make sure that each email you send is clear and accurate. Look at the communications, administrative work order and operations work order sections of the client file, before sending any email or responding to an administrative work order.

   b. Document each action that is taken in the client file (unless it is clear from the work order or invoice) so that anyone reviewing the file will have a clear and up-to-date understanding of the client's circumstance.

3. **Demonstrate A Positive and Professional Attitude**

   a. Be professional in everything that you do, from the way you dress, to your behaviour and tone of voice, to your email signature, to the spelling and grammar used in your correspondence, and to your interaction with clients, co-workers and the general public.

   b. Ensure that anyone meeting you or speaking to you would come away from the encounter impressed with your professionalism and that of COA.

4. **Fulfill Your Responsibilities in a Timely and Accurate Fashion**

   a. Make sure that every client who calls with a financial problem speaks to someone in the Administration Department before they hang up.

   b. Make sure that every client who calls with a financial problem has their problem resolved before they hang up. If this is not possible, it should be resolved by the end of the business day. The resolution should then be executed in an accurate and timely manner.

   c. Aim for a 1 week turnaround time for the processing of all administrative requests: work orders, new contracts and renewal contracts.

5. **Your Success is the Company's Success**

   a. Know how to do your job and what your responsibilities are. Ensure that you have the skills necessary to fulfill this role and if you do not, follow up and obtain them.

   b. Accept responsibility for ALL aspects of your job. Do not pass the responsibility or the blame onto others.

   c. Provide continuous feedback on how to improve the systems and processes that you use in your daily activities.

   d. Know that if you do your job well, COA will do its job well!

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Unsolicited Proposal Evaluation Form 25-000
Strategic Committee Review

Unsolicited Proposal Number: UP# 25-000

Project Name: Creative Outdoor Advertising of America

Date of Evaluation: 5/20/2025 Recommendation Date to Committee: 11/17/26

- **The priorities of Augusta, Georgia (Government);**
- **Consideration of the submission's value proposition and merit to the Government; and**
- **Whether certain criteria outweigh others in the context of the proposal being reviewed.**

Evaluation Criteria	Scoring Range 1 - 5
1. Does the proposal strategically align with current Government policy and objectives? 1 = Weak / 5 = Strong	**3.4**
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) 1 = No benefits; 5 = High benefits	**3**
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?) 1 = High impact; 5 = No impact	**2.8**
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? 1 = No revenues; 5 = Substantial revenues	**2.4**
5. Does the Committee believe that the proposal will likely have an impact on the community? 1 = Negative impact; 5 = Positive impact	**3.4**
6. Does the Committee believe that the proposal will likely have an impact on the environment? 1 = Negative impact; 5 = Positive impact	**3.4**
7. Are the risks associated with the proposal acceptable to Government? 1 = Not acceptable; 5 = Acceptable?	**3.4**
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? 1 = Not achievable; 5 = Achievable	**3.2**
9. Intuitively, does the Committee believe that the proposal may be viable but lack adequate information to make a decision? 1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required	**2.6**
10. Does this proposal represent a value proposition that the Government should consider? 1 = No; 5 = Yes	**3**
Total	**30.6**
Recommendation to Accept or Reject	**Reject**

Additional Reason for Acceptance / Rejection:

Is additional information needed from Proponent: no
Committee Members: Representatives from Finance, Recreation, Planning and Development, Housing Community Development and Transit

Evaluation Committee Number:_____Cumulative _____ DATE:__5/29/25_____

Procurement Review: _____Nancy Williams_____ DATE: __5/29/25_____

Administrative Services Committee

November 24, 2026

HOME Partnership Funds

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes using HOME Partnership Funds under the existing MOU. The next five property addresses are listed **1)** 1851 Wilhelm Lane **2)** 1858 Walker St. **3)** 1843 Telfair St **4)** 1847 Telfair St **5).** 1850 Hicks St. **(Requested by Commissioner Brandon Garrett)**
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

Lena Bonner

From: Commissioner Brandon Garrett
Sent: Wednesday, November 18, 2026 9:08 AM
To: Lena Bonner; Charles Jackson
Subject: Administrative Services Committee Item

Please add to next weeks administrative committee

Motion to approve five contracts between Housing and Community Development and Augusta/CSRA Habitat for Humanity for five homes, using HOME Partnership funds under the existing MOU. The next five property addresses are listed below.

Next 5 properties

1. 1851 Wilhelm lane
2. 1858 Walker st
3. 1843 Telfair St
4. 1847 Telfair St
5. 1850 Hicks st

Brandon Garrett
Augusta-Richmond County
Commissioner District 8
Get Outlook for Android

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1847 Telfair Street Augusta, Georgia 30904 – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. <u>Scope of Services</u>

a. <u>Project Description</u>

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1847 Telfair Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. Perform new construction services for a single-family unit.

ii. Will participate in bi-weekly construction meetings.

iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site

iv. Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.

v. All projects are to possess the following components:

1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1847 Telfair Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1847 Telfair Street, Augusta, Georgia 30904

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:

_____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
Mayor

By: _____ Date:_____

Charles Jackson
Interim Director, HCD

SEAL

_____

Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1843 Telfair Street Augusta, Georgia 30904– Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. <u>Scope of Services</u>

a. <u>Project Description</u>

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1843 Telfair Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. Perform new construction services for a single-family unit.

ii. Will participate in bi-weekly construction meetings.

iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site

iv. Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.

v. All projects are to possess the following components:

1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1843 Telfair Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1843 Telfair Street, Augusta, Georgia 30904

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:

_____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
Mayor

By: _____ Date:_____

Charles Jackson
Interim Director, HCD

SEAL

_____

Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1858 Walker Street Augusta, Georgia 30904 – Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. <u>Scope of Services</u>

a. <u>Project Description</u>

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1858 Walker Street, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. Perform new construction services for a single-family unit.

ii. Will participate in bi-weekly construction meetings.

iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site

iv. Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.

v. All projects are to possess the following components:

1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1858 Walker Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1858 Walker Street, Augusta, Georgia 30904

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility

status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:

_____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
Mayor

By: _____ Date:_____

Charles Jackson
Interim Director, HCD

SEAL

_____

Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1850 Hicks Street Augusta, Georgia 30904– Single Family Unit"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2026 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*Habitat*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of **$ 98,262.65** in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. <u>Scope of Services</u>

a. <u>Project Description</u>

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1850 Hicks Street, one (1) single unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. Perform new construction services for a single-family unit.

ii. Will participate in bi-weekly construction meetings.

iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations to include signage on site

iv. Perform all construction management and project oversight in accordance with all laws, ordinces and regulations of Augusta.

v. All projects are to possess the following components:

1. Evidence of Site Control

2. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, Habitat must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by Habitat for Humanity for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 59,916.25 (25% of total Development Cost $239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1850 Hicks Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 1850 Hicks Street, Augusta, Georgia 30904

b. Developer's Fee

An amount not to exceed **$ 38,346.40 (16% of total Development Cost $ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer's Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Habitat for Humanity will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Habitat for Humanity shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Habitat for Humanity will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$98,262.65.** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.
b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regard to the production and overall effectiveness of the project.
c. Habitat for Humanity and procured contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. <u>Project Financing</u>

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *Habitat for Humanity shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	**$**	**59,916.25**
Developer's Fee		**38,346.40**
TOTAL HOME PROJECT COST:	**$**	**98,262.65**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Habitat for Humanity (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.

B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.

C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to Habitat for Humanity compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by Habitat for Humanity for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities

undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. Habitat for Humanity shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat for Humanity. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Habitat for Humanity in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Habitat for Humanity. In such instances, Habitat for Humanity shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Habitat for Humanity.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

Habitat for Humanity agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use

the fair housing symbol and language in Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Habitat for Humanity if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Habitat for Humanity agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, Habitat for Humanity will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Habitat for Humanity agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an

environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Habitat for Humanity agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Habitat for Humanity agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Habitat for Humanity agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Habitat for Humanity agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Habitat for Humanity agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Habitat for Humanity agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Habitat for Humanity for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Habitat for Humanity fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Habitat for Humanity agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations

at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Habitat for Humanity shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units

assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase, or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

Habitat for Humanity shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Habitat for Humanity shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Habitat for Humanity shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Habitat for Humanity hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder, or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Habitat for Humanity beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: **AUGUSTA, GEORGIA**

(Augusta)

Approved as to form:

_____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
Mayor

By: _____ Date:_____

Charles Jackson
Interim Director, HCD

SEAL

_____

Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY___**

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Habitat for Humanity shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed, as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will be barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by the Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.

3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. Habitat for Humanity will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

HABITAT FOR HUMANITY MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Administrative Services Committee

November 24, 2026

HOME Partnership Program

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU). **(Requested by Commissioner Jordan Johnson)**
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

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Wednesday, November 18, 2026 9:13 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Item Request

Hi Ms. Bonner ,

Please add this to the administrative services committee agenda:

Motion to approve five (5) contracts between Augusta Housing and Community Development and Augusta/CSRA Habitat for Humanity for the development of five residential homes utilizing HOME Partnership Program funds, pursuant to the existing Memorandum of Understanding (MOU).

Thank you

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED.104.1

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

15th Street Improvements (Government Street to Walton Way)-Part II

TIA PI # 0017618

Bid #26-183

File Reference: 26– 014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the award of the Construction Contract for the 15th Street (Government Road to Walton Way) Improvements Transportation Investment Act (TIA) Project (PI No. 0017618) to Summit Construction & Development, LLC (Summit) in the amount of $5,426,485.75 for, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #26-183

Background: The 15th Street Improvements-Part II is a project from the "Approved Investment List" of TIA2 that was approved by voters of the CSRA on June 9, 2020 referendum. This is a Band 1 project. The improvements consist of resurfacing, reconstructing existing curb & gutter, sidewalks, lighting and improving storm sewer. The project will improve roadway safety.

Analysis: Bids received on October 26, 2026, and were evaluated based on criteria outlined in Bid document. Summit being the low responsible Bidder. Following contractors submitted proposal.

1. E R Snell Contractor, Inc. $5,701,812.37
2. Reeves Construction Co. $6,138,948.95
3. JHC Corporation $6,359,632.00
4. Summit Construction & Development LLC $5,426.485.75
5. Horizon Construction & Associates Inc. $6,046,478.85

Financial Impact: Funds are available in Project TIA funds

Alternatives: Do not approve and find alternative to complete the project and meet TIA project completion schedule.

Recommendation: Approve the award of the Construction Contract for the 15th Street (Government Road to Walton Way) Improvements Transportation Investment Act (TIA) Project (PI No. 0017618) to Summit Construction & Development, LLC (Summit) in the amount of $5,426,485.75 for, subject to

receipt of signed contract, proper bonds and other relevant contract documents. AE / Bid #26-183

Funds are available in the following accounts: ($5,426,485.75) 372-041110-54.14110 – 15th Street TIA funds

REVIEWED AND APPROVED BY: HM/sr

Invitation to Bid

Bid Item **#26-183 15th Street Pedestrian Improvements (Government Road to Laney Walker Blvd.)** for Augusta -Richmond County Engineering and Environmental Services Department.

Sealed bids will be received until Thursday, October 22, 2026, at 3:00 p.m**.** Bid openings are open to the public in the Augusta Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901, and via Teams: Meeting ID: 210 187 110 728 670; Passcode: fa9dC3oa

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

Bid documents may examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706)821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of **$455.00** for the plans and specifications for these project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706)722-6488 beginning Thursday, September 10, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A mandatory Pre-Bid Conference will be held on Monday, October 5, 2026 @ 10:00 a.m. via teams Meeting ID: 263 654 392 912 943 Passcode: M3US3D8g

All Bidder's questions, request for clarifications, or interpretations must be submitted in writing by emailing procbidandcontract@augustaga.gov on or before Wednesday, October 7, 2026, by 5:00 P.M.

All bids must be received by mail, courier or hand delivered to the Procurement Department,
Attn: Tywanna Scott
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

A 5% Bid bond is required to be submitted along with the bidders' qualifications. Performance and Payment Bonds are required at 100% of the Awarded Amount.

Bidders are cautioned that obtaining Bid documents through any source other than the Procurement Department is not advisable, as documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information.

Publish: Augusta Chronicle September 10, 17, 24, and October 1, 2026

ITB #26-183 15th Street Pedestrian Improvements
(Government Road to Laney Walker Blvd.)
for Augusta-Richmond County Engineering and
Environmental Services Department
ITB Date: Monday,October 26, 2026 @ 3:00 p.m.

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 396
Georgia Procurement Registry: 1775
Total packages submitted: 5
Total Noncompliant: 0

VENDORS	Exhibit A, B, C	Addendum 1-3	Bid Bond	Original 1 Copy	Base Bid	Alternate 1	Total Project Cost
JHC Corporation 15 Fresh Bru Dr. Newnan, GA 30263	YES	YES	YES	YES	$5,359,292.00	$1,000,340.00	$6,359,632.00
Summit Construction & Development LLC 6991 Peachtree Industrial Blvd, Bldg. 700 Peachtree Corners, GA 30092	YES	YES	YES	YES	$4,548,942.05	$877,543.70	$5,426,485.75
ER Snell 1785 Oak Road Snellville, GA 30078	YES	YES	YES	YES	$4,798,377.22	$903,435.15	$5,701,812.37
Horizon Construction & Associates Inc. P.O. Box 798 Evans, GA 30809	YES	YES	YES	YES	$5,258,300.00	$788,178.85	$6,046,478.85
Reeves Construction Co. 1 APAC Industieral Way Augusta, GA 30907	YES	YES	YES	YES	$5,402,302.95	$736,646.00	$6,138,948.95

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Andy Penick, Procurement Director

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

DATE: November 9, 2026

SUBJECT: 15 Street Pedestrian Improvements Project
From Government Road to Laney Walker Blvd.
TIA PI# 0017618
Bid: 26-183
File Reference: 26-014(T)

It is recommendation of Augusta Engineering to award Bid 26-183 (15 Street Pedestrian Improvements Project/PI# 0017618) to the lowest qualified bidder, Summit Construction & Development, LLC (Summit). Contract award will be contingent upon The Summit submitting all required documents such as bid bonds, insurance documents. Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval.

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

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, AE Associate Director-Construction & Program Delivery
Program File

Augusta GEORGIA

ORIGINAL

Invitation to Bid #26-183

September 10, 2026

15th Street Pedestrian Improvements (from Government Road to Laney Walker Blvd)

For

Augusta, Georgia
Augusta Engineering and
Environmental Services Department

Bid Due: Thursday, October 22, 2026 @ 3:00 p.m.

One Original and One Electronic Version of Bid Submittal shall be submitted on a USB Drive

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

Augusta GEORGIA

Procurement Department

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

ITB ITEM #26-183
15th Street Pedestrian Improvements
(from Government Road to Laney Walker Blvd)
for Engineering & Environmental Services Department
ADDENDUM #001
Clarifications to the Specifications and Response to Vendor's Questions

TO: All Bidders

CC: Tywanna Scott, Procurement Issuing Officer
Dr. Hameed Malik, Engineering Department

FROM: Andy Penick, Procurement Director

DATE: Thursday, October 15, 2026

ITB DUE: Thursday, October 22, 2026, at 3:00 p.m.

This Addendum #001 Answers to Bidder's Questions shall form a part of the referenced ITB item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the ITB Solicitation Document. Questions and Answers listed below;

Clarifications to the Specifications:

When you are instructed to **ADD, DELETE**, or **MAKE CHANGES** to **a BID ITEM PAGE OR PAGES,** these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

Changes to other pages:

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETE"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF**, you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

Project Manual Changes/Clarifications:

1. **Remove the Minority Owned Business Goal included in the specification packet located on page 20 of 28 and Replace it with 0% Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver, enclosed as an attachment in this addendum.**
2. **Remove SECTION 3: BID PROPOSAL in its entirety and replace it with REVISED SECTION 3: BID PROPOSAL, enclosed as an attachment in this addendum.**

Response to Questions:

1. Question: Before obtaining the full plan set, I wanted to ask whether colored surface treatments or crosswalk surfacing are included within the scope of this project. We install durable, ADA compliant colored surface treatments and wanted to determine whether this project includes scope that aligns with what we offer.
   Response: Assume, No.

2. Question: With the US DOT IFR and the executive order released on October 3, 2025, suspending any DBE requirements moving forward, GDOT suspension of DBE requirements, and "Sec.1-10-154 Exceptions" notated on page 11 of this projects specifications, stating, "...to the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE program, the federal (and/or Georgia) guidance shall control." Will this project require the M/WBE and WBE goal outlined in the contract documents since this has state/federal funding?
   Response: See Project Manual Changes/Clarifications 1.

3. Question: Please provide schedules and milestone dates for relocation of third-party utilities. Is the time required for the relocation of the third-party utilities estimated in the established calendar days in the agreement?
   Response: The Utility Adjustment Schedule, including anticipated relocation milestones, will be provided during the pre-construction meeting. The Owner is open to considering adjustments to the contract schedule for delays resulting from third-party utility relocations, subject to documentation and review of the impact on the project schedule.

4. Question: In General Conditions, GC-110, Will a field office be required? If so, how is it to be paid?
   Response: Assume, No.

5. Question: In General Conditions, GC-28, references GDOT Specification 155. Has a non-infested area been designated on the plans that soil can be moved to as stated in the specification?
   Response: Assume, not applicable

6. Question: Will this project be indexed per the GDOT asphalt index specification since this project has federal transportation funds?
   Response: Assume, No

7. Question: Item # 000-1000, should the "Quantity" be "1" instead of "LUMP" shown?
   Response: See Project Manual Changes/Clarifications 2.

8. Question: Item # 150-1000, should the "Quantity" be "1" instead of "LUMP" shown?
   Response: See Project Manual Changes/Clarifications 2.

9. Question: Item # 210-0100, should the "Quantity" be "1" instead of "LUMP" shown?
   Response: See Project Manual Changes/Clarifications 2.

10. Question: Will the contractor be required to provide railroad insurance or be required to provide railroad flagmen? If so, please provide the railroad data so that we can get the necessary insurance quote?
    Response: Any work near railroad shall require insurance and flagman, Railroad flagging force account is added and shall be used per owners' approval. Insurance shall be under grading complete

11. Question: Will any wage determinations be required on this project? If so, please provide.
    Response: Assume, no.

12. Question: It is unclear how the electrical conduit is to be installed from station number 114 to 117 over Wrightsboro Road. Will some of the conduit be run inside or attached to the bridge or will it all be installed under the ground?
    Response: The existing (embedded) conduit sizes, locations, and routing were unable to be verified during the design phase. The contractor will need to trace these circuits. Existing poles are believed be owned by Georgia Power and the contractor will need to coordinate with them. The existing poles are connected directly to the service transformer and fed underground to the bridge and then encased in concrete on the bridge and each fixture has a photocell on top.
    It is intended that the contractor reuse the existing conduit and pull new wire to the fixtures from a new service point. If the existing conduit cannot be reused, then the contractor will have to surface mount new conduit to the bridge and drill a hole to run conduit/wire into the pole base. Additionally, the contractor will also have to coordinate with the pole manufacturer to ensure that the pole bases provided will match the existing bolt hole pattern.

13. Question: Can a detail be provided for the concrete pedestrian ramp shown at Sta 107+21.66?
Response: The concrete pedestrian ramp at Sta. 107+21.66 shall be constructed in accordance with the applicable GDOT standard details and ADA requirements. Additional details and clarification will be provided as necessary prior to construction.

14. Question: How are the Curb Cut Ramps, TPD shown on the plans to be paid?
Response: Per GDOT Detail A-3, Sq. Yds of concrete sidewalk will include ramps. Additionally, no payment is made specifically for the required Detectable Warning Surfaces.

15. Question: There is existing Ornamental Iron Fence and brick columns beginning at Sta. 124+31.28 bordering the Paine College property that will have to be removed to make room for the new 8' Sidewalk and Wall that is proposed. Will the contractor be responsible for removal and replacement of this fence and columns? If so, how is this to be paid?
Response: Paine College will be responsible for the removal and resetting of the existing ornamental iron fence and brick columns. This work will not be the responsibility of the Contractor and will not be included in the contract pay items.

16. Question: How are the Curb Cut Ramps, TPB shown on the plans to be paid?
Response: Per GDOT Detail A-3, Sq. Yds of concrete sidewalk will include ramps. Additionally, no payment is made specifically for the required Detectable Warning Surfaces.

17. Question: In the lighting plans, there are circuits on 15th Street crossing over the railroad. Are we to use existing conduit for these circuits? The plans just show a continuous line with no explanation. Please advise.
Response: It is intended that the contractor reuse the existing conduit and pull new wire into the fixtures from a new service point.

18. Question: Is it the City's intent to use contractors on the City of Augusta LSBE list for the M/WBE requirements, or could the requirement be fulfilled by contractors on the GDOT DBE list? If so, would the City of Augusta consider combining the 7% MBE and the 4% WBE into an 11% DBE goal?
Response: Not Required

19. Question: On page 15 of 28 of the proposal, the note at the top says, "Augusta has placed a 6% goal for Minority Participation." While all other pages concerning the MBE goal say 7%. Please confirm the intended percentage for the MBE goal.
Response: Not Required

20. Question: On page 33 of 193, section IB-06, it states, "each firm must be experienced in the construction by at least three (5) projects of similar size/type within the past three (3) years." Should we include 3 or 5 projects?
Response: Assume, 5 Projects

21. Question: On page 33 of 193, section IB-06, it states, "The identity of those projects must be supplied sealed in a separate envelope." How many total envelopes are required for the submission of this project, and what needs to be in each of the envelopes?
Response: Assume, it can be a single packet and envelope.

22. Question: In the Signals – Government Rd to Laney Walker Blvd section there is only 1 pay item for traffic signal installation with a quantity of 2 LS, however there are two traffic signals in this section which each warrant their own bid item. Could a second traffic signal installation bid item be added and the quantities be changed to 1 LS?
Response: See Project Manual Changes/Clarifications 2. It shall be completed in place for the intersection signal to work.

23. Question: Will railroad insurance be required for this project?
Response: Assume yes, any work near railroad shall require insurance and flagman, Railroad flagging force account is added and shall be used per owners' approval. Insurance shall be under grading completely.

24. Question: On DWG 13-0001 of the plans a note states, "Replace existing chain link fence with ornamental fence." Could the exact location of the chain link replacement with ornamental fence be shown in the plans?
Response: 15th Street – STA 104+95.78 to STA 110+46.86 RT
15th Street Bridge – STA. 110+46.86 to STA 116+44.92 (LT and RT)
15th Street off-ramp – STA 300+72.50 to STA 303+26.56 RT

25. Question: Is it the intent of the city to provide QC testing or is it the responsibility of the contractor? If it is the responsibility of the contractor, please provide a pay item.
Response: Owner is responsible for their own testing as needed for verification; however, contractor should be responsible for their own QA/QC testing to meet the project specification

26. Question: Will this project be built in phases or in a single mobilization?
Response: Assume single mobilization, however, please refer to GC- 67 Special Restrictions.

Please acknowledge addendum in your submittal and please see attachments below.

Andy Pe[illegible]ck, Director

END ADDENDUM

ATTACHMENTS: **Minority and Woman Owned Business Enterprise Program Goals Waiver (1 Page)**

REVISED SECTION 3 BID PROPOSAL (7 Pages)

Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over $300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

Augusta GEORGIA

Procurement Department

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

ITB ITEM #26-183
15th Street Pedestrian Improvements
(from Government Road to Laney Walker Blvd.)
ADDENDUM #002
Clarifications to the Specifications

TO: All Bidders

CC: Tywanna Scott, Procurement Assurance Analyst
Dr. Hameed Malik, Engineering Department

FROM: Andy Penick, Procurement Director

DATE: Friday, October 16, 2026

RFP DUE: Thursday, October 22, 2026, at 3:00 p.m.

This Addendum #002 Clarifications to the Specifications shall form a part of the referenced ITB item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the ITB Solicitation Document.

Clarifications to the Specifications:

When you are instructed to **ADD, DELETE**, or **MAKE CHANGES** to **a BID ITEM PAGE OR PAGES**, these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

Changes to other pages:

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETE"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF**, you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

Project Manual Changes/Clarifications:

1. **REVISION #2 – SECTION 3: BID PROPOSAL (Dated 10/16/2026).**
   The following Bid Proposal Sheet as provided on this Addendum #2, supersedes and replaces the previous 'REVISED SECTION 3: BID PROPOSAL' in its entirety.

Please acknowledge addendum in your submittal and please see the attachments below.

Andy Penick, Director

ATTACHEMENTS: REVISION #2 – SECTION 3: BID PROPOSAL (7 PAGES)

END ADDENDUM

Augusta GEORGIA

Procurement Department

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

ITB ITEM #26-183
15th Street Pedestrian Improvements
(from Government Road to Laney Walker Blvd.)
ADDENDUM #003
DATE CHANGE

TO: All Bidders

CC: Tywanna Scott, Procurement Assurance Analyst
Dr. Hameed Malik, Augusta Engineering and Environmental Services Department

FROM: Andy Penick, Procurement Director

DATE: Monday, October 19, 2026

RFP DUE: Monday, October 26, 2026, at 3:00 p.m.

This Addendum #003 Date Change shall form a part of the referenced RFP item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the ITB Solicitation Document.

The ITB Opening Date for ITB Item #26-183 15th Street Pedestrian Improvements (from Government Road to Laney Walker Blvd.) for Augusta, GA – Engineering Department:

From: Thursday, October 22, 2026 @ 3:00 p.m.

To: **Monday, October 26, 2026 @ 3:00 p.m.**

Please acknowledge addendum in your submittal

Andy Penick, Director

END ADDENDUM

Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over $300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

Augusta GEORGIA

NOTICE TO ALL BIDDERS

Exhibit A – Bidders Information, is a consolidated document consisting of:

1. Copy of Business License
2. W-9 Form
3. Acknowledgement of Addenda (if any)
4. Statement of Non-Discrimination
5. Non-Collusion Affidavit of Prime Bidder/Offeror
6. Conflict of Interest Statement

Exhibit B - Contractor Affidavit for E-Verify

Bidder's must provide their E-Verify affidavit along with their bid on the attached form. E-Verify User ID Number must be provided

Exhibit C - Systematic Alien Verification for Entitlements Program

Business License Requirement: Bidder must be licensed in the Governmental entity (state or local) for where they do the majority of their business. The company's business license number must be provided. If your Governmental entity does not require a business license, your company will be required to obtain an Augusta, GA business license if awarded a contract. For further information contact the License and Inspection Department phone number (706) 312-5050.

The successful bidders will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Bidder's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.
Summit Construction & Development LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
6991 Peachtree Ind Blvd, Bldg 700

6 City, state, and ZIP code
Peachtree Corners, GA 30092

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
2 6 – 3 9 5 0 3 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Ruben Bucio Duran | **Date** 10/26/2026

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Summit Construction and Development, LLC
6991 Peachtree Industrial Blvd, Bldg 700
Peachtree Corners, GA 30092

SURETY:
(Name, legal status and principal place of business)

Ascot Surety & Casualty Company
P.O. Box 2240
Ridgeland, MS 39158

OWNER:
(Name, legal status and address)

City of Augusta, GA
535 Telfair St., Ste 605
Augusta, GA 30901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

#26-183, 15th St. Pedestrian Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of October, 2026.

Sathvik

(Witness) Sathvik Reddy Suraj

(Witness) Halli Cotignola

Summit Construction and Development, LLC
(Principal) *(Seal)*

By:

(Title) Ruben Bucio Duran, President

Ascot Surety & Casualty Company
(Surety) *(Seal)*

By:

(Title) Kevin Wojtowicz, Attorney-in-Fact
& GA Licensed Non-Resident Agent

Ascot Surety & Casualty Company
Ascot Insurance Company
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Brett Rosenhaus, Charles Nielson, Charles Nielson, Jr., Christian Collins, Dale Bellis, Devin Phillips, Donald Bramlage, Eduardo Menendez, Ian Nipper, Jarrett Merlucci, Jessica Reno, Joseph Nielson, Kevin Wojtowicz, Matthew Smith, Michael Megahan, Michael Moyer, Robert Benson, Robert Bond, Shawn Burton, Taylor Rosenhaus, and William Parker

of Miami Lakes, FL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 22nd day of October, 2026.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

AUGUSTA ENGINEERING DEPARTMENT
15TH STREET PEDESTRIAN IMPROVEMENTS
(FROM GOVERNMENT ROAD TO LANEY WALKER BLVD.)

REVISION #2 – SECTION 3: BID PROPOSAL (Dated 10/16/2026).

The following Bid Proposal Sheet as provided on this Addendum #002, supersedes and replaces the previous 'REVISED SECTION 3: BID PROPOSAL' in its entirety.

Date: 10/26/2026

Gentlemen:

In compliance with your invitation for bids dated September 14th, 2026, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

ITB 26-183 - 15TH STREET PEDESTRIAN IMPROVEMENTS

(FROM GOVERNMENT ROAD TO LANEY WALKER BLVD.)

PI 0017618

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Five Million Four Hundred Twenty-Six Thousand Four Hundred Eighty-Five Dollars and Seventy-Five Cents **DOLLARS**

($ $5,426,485.75) Note: (Includes Add Alternate)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within **10** calendar days after the date of written notice to proceed, and that he will complete all work within **450** calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number: #003 **Addendum Date:** 10/19/2026

Addendum Number: #002 Addendum Date: 10/16/2026

Addendum Number: #001 Addendum Date: 10/15/2026

Respectfully submitted:

Summit Construction & Development LLC
(Name of the Firm)

6991 Peachtree Industrial Blvd, Bldg 700, Peachtree Corners GA 30092
(Business Address)

By: _____

Title: Ruben Bucio Duran, President

SUMMIT CONSTRUCTION & DEVELOPMENT LLC SEAL GEORGIA

REVISION #2 BID PROPOSAL: 26-183

ROADWAY					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
000-1000	**FORCE ACCOUNT**	**LS**	**1**	**$500, 000**	**$500, 000**
150-1000	TRAFFIC CONTROL	LS	1	$350,000.00	$350,000.00
000-0000	RAILROAD FLAGGING	LS	1	$75000	$75000
207-0203	FOUND BKFILL MATL, TP II	CY	40	$120.00	$4,800.00
210-0100	GRADING COMPLETE	LS	1	$500,000.00	$500,000.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	218	$26.00	$5,668.00
318-3000	AGGR SURF CRS	TN	193	$65.00	$12,545.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	839	$142.00	$119,138.00
413-0750	TACK COAT	GL	610	$10.50	$6,405.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	10130	$3.50	$35,455.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	101	$95.00	$9,595.00
441-0104	CONC SIDEWALK, 4 IN	SY	1186	$54.00	$64,044.00
441-0108	CONC SIDEWALK, 8 IN	SY	243	$95.00	$23,085.00
441-0748	CONCRETE MEDIAN, 6 IN	SY	58	$102.00	$5,916.00
441-4030	CONC VALLEY GUTTER, 8 IN	SY	155	$95.00	$14,725.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	200	$18.00	$3,600.00
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	28	$2.50	$70.00
500-3900	CLASS B CONCRETE, INCL REINF STEEL	CY	200	$600.00	$120,000.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	133	$49.00	$6,517.00
611-8120	ADJUST WATER METER BOX TO GRADE	EA	7	$800.00	$5,600.00
611-8040	ADJUST DROP INLET TO GRADE	EA	1	$1,200.00	$1,200.00
611-8000	ADJUST CATCH BASIN TO GRADE	EA	5	$1,750.00	$8,750.00
611-8050	ADJUST MANHOLE TO GRADE	EA	1	$1,850.00	$1,850.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	4	$15,000.00	$60,000.00
634-1200	RIGHT OF WAY MARKERS	EA	35	$350.00	$12,250.00
643-8300	ORNAMENTAL FENCE	LF	2700	$185.00	$499,500.00
				ROADWAY SUBTOTAL	$2,445,713.00

EROSION CONTROL					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
700-7000	AGRICULTURAL LIME	TN	3	$600.00	$1,800.00
700-8000	FERTILIZER MIXED GRADE	TN	2	$950.00	$1,900.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	50	$1.50	$75.00
163-0232	TEMPORARY GRASSING	AC	1	$650.00	$650.00
163-0240	MULCH	TN	2	$494.00	$988.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2	$2,500.00	$5,000.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	9	$270.00	$2,430.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	206	$1.00	$206.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	$650.00	$650.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	9	$120.00	$1,080.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA	EA	1	$1,500.00	$1,500.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	206	$2.50	$515.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	650	$3.00	$1,950.00
				EROSION CONTROL SUBTOTAL	$18,744.00

LANDSCAPING					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
702-0140	CERCIS CANADENSIS -	EA	23	$1,200.00	$27,600.00
702-0528	LAGERSTROEMIA HYBRIDS	EA	24	$1,050.00	$25,200.00
702-0673	METASEQUOIA GLYPTOSTROBOIDES	EA	29	$1,250.00	$36,250.00
702-0363	ILEX CORTUNA	EA	219	$64.00	$14,016.00
702-0610	LOROPETALUM CHINENSE -	EA	38	$101.00	$3,838.00
702-0756	PENNISETUM ALOPECUROIDES	EA	41	$80.00	$3,280.00
702-0330	HEMEROCALLIS SPECIES -	EA	46	$30.00	$1,380.00
702-0559	LIRIOPE MUSCARI -	EA	1249	$6.00	$7,494.00
700-9300	SOD	SY	823	$14.00	$11,522.00
766-7020	IRRIGATION SYSTEM	LS	1	$37,825.00	$37,825.00
702-9025	LANDSCAPE MULCH	SY	1044	$11.00	$11,484.00

708-1000	PLANT TOPSOIL	CY	175	$130.00	$22,750.00
				LANDSCAPING SUBTOTAL	$202,639.00

LIGHTING					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**COST**
680-4225	LIGHTING STD, 26-30 FT MH	EA	9	$13,690.00	$123,210.00
680-4110	LIGHTING STD, 11-15 FT MH, POST TOP	EA	5	$5,843.00	$29,215.00
680-4110	LIGHTING STD, 11-15 FT MH, POST TOP	EA	29	$11,670.00	$338,430.00
680-4225	LIGHTING STD, 26-30 FT MH	EA	11	$12,050.00	$132,550.00
680-5255	LUMINAIRE BRACKET ARM, 6 FT	EA	20	$2,470.00	$49,400.00
682-2110	ELECTRICAL SERVICE POINT	EA	4	$11,416.00	$45,664.00
682-1405	CABLE, TP XHHW, AWG NO 8	LF	7000	$5.00	$35,000.00
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	7000	$13.00	$91,000.00
680-3600	INSTALLATION OF FOUNDATION FOR STREET LUMINAIRE AND POLE	EA	54	$4,200.00	$226,800.00
				LIGHTING SUBTOTAL	$1,071,269.00

SIGNING AND MARKING					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**COST**
611-5551	RESET SIGN	EA	4	$247.00	$988.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	88	$36.00	$3,168.00
636-2070	GALV STEEL POSTS, TP 7	LF	100	$12.50	$1,250.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	3806	$0.80	$3,044.80
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	2339	$0.75	$1,754.25
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	677	$3.50	$2,369.50
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	180	$16.20	$2,916.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	316	$7.00	$2,212.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	691	$7.00	$4,837.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	5	$135.00	$675.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2	$300.00	$600.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	2	$300.00	$600.00

654-1001	RAISED PVMT MARKERS TP 1	EA	42	$7.50	$315.00
654-1003	RAISED PVMT MARKERS TP 3	EA	87	$7.50	$652.50
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	2	$1,250.00	$2,500.00
				SIGNING AND MARKING SUBTOTAL	$27,882.05

SIGNALS - GOVERNMENT RD TO LANEY WALKER BLVD					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**COST**
636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	SF	113	$120.00	$13,560.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 45 FT MAST ARM	EA	1	$32,898.00	$32,898.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 50 FT MAST ARM	EA	2	$35,540.00	$71,080.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 55 FT MAST ARM	EA	3	$40,230.00	$120,690.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 60 FT MAST ARM	EA	1	$42,506.00	$42,506.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 65 FT MAST ARM	EA	1	$43,300.00	$43,300.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -1	LS	1	$140,161.00	$140,161.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO –2	LS	1	$159,360.00	$159,360.00
682-2120	PULL BOX, TYPE 2	EA	6	$900.00	$5,400.00
682-2130	PULL BOX, TYPE 3	EA	10	$1,100.00	$11,000.00
682-2150	PULL BOX, TYPE 5	EA	3	$2,800.00	$8,400.00
682-6110	CONDUIT, RIGID, 1 IN	LF	180	$40.00	$7,200.00
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	320	$6.00	$1,920.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	650	$8.00	$5,200.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	1730	$10.00	$17,300.00
682-9950	DIRECTIONAL BORE	LF	570	$30.00	$17,100.00
936-4000	CCTV CAMERA SYSTEM, TYPE 1	EA	2	$7,700.00	$15,400.00
936-4901	CCTV MOUNTING ARM, TYPE 1	EA	2	$750.00	$1,500.00
937-6040	VIDEO DETECTION SYSTEM, NO. 2 (ITERIS VANTAGE NEXT w/ VANTAGE VECTOR)	LS	1	$43,320.00	$43,320.00
926-2104	WIRELESS SYSTEM, TYPE 4	EA	1	$6,500.00	$6,500.00
647-6057	PEDESTAL POLE, BLACK	EA	9	$2,100.00	$18,900.00
				SIGNALS GOVERNMENT ROAD TO LANEY-WALKER BLVD SUBTOTAL	$782,695.00

SIGNALS - HARPER STREET TO WALTON WAY (ADD ALTERNATE ITEMS)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	SF	107	$132.00	$14,124.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 40 FT MAST ARM	EA	1	$37,287.80	$37,287.80
639-3004	STEEL STRAIN POLE, TP IV - WITH 50 FT MAST ARM	EA	2	$38,984.00	$77,968.00
639-3004	STEEL STRAIN POLE, TP IV - WITH 55 FT MAST ARM	EA	1	$46,412.30	$46,412.30
639-3004	STEEL STRAIN POLE, TP IV - WITH 65 FT MAST ARM	EA	4	$47,634.40	$190,537.60
647-1000	TRAFFIC SIGNAL INSTALLATION NO -3	LS	1	$170,626.50	$170,626.50
647-1000	TRAFFIC SIGNAL INSTALLATION NO -4	LS	1	$173,959.50	$173,959.50
682-2120	PULL BOX, TYPE 2	EA	5	$1,210.00	$6,050.00
682-2130	PULL BOX, TYPE 3	EA	6	$1,210.00	$7,260.00
682-2140	PULL BOX, TYPE 4	EA	1	$2,090.00	$2,090.00
682-2150	PULL BOX, TYPE 5	EA	2	$3,080.00	$6,160.00
682-6110	CONDUIT, RIGID, 1 IN	LF	295	$44.00	$12,980.00
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	255	$6.60	$1,683.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	610	$8.80	$5,368.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	2050	$11.00	$22,550.00
682-9950	DIRECTIONAL BORE	LF	700	$33.00	$23,100.00
936-4000	CCTV CAMERA SYSTEM, TYPE 1	EA	1	$7,810.00	$7,810.00
936-4901	CCTV MOUNTING ARM, TYPE 1	EA	1	$825.00	$825.00
937-6040	VIDEO DETECTION SYSTEM, NO. 2 (ITERIS VANTAGE NEXT w/ VANTAGE VECTOR)	LS	1	$47,652.00	$47,652.00
647-6057	PEDESTAL POLE, BLACK	EA	10	$2,310.00	$23,100.00
SIGNALS HARPER STREET TO WALTON WAY SUBTOTAL					$877,543.70

Total Project Cost:

1. Roadway Items	$2,445,713.00
2. Erosion Control	$18,744.00
3. Landscaping	$202,639.00
4. Lighting	$1,071,269.00
5. Signing and Marking	$27,882.05
6. Signals – Government Rd to Laney Walker Blvd.	$782,695.00
Total Project Cost	$4,548,942.05
Add Alternate* – Signals – Harper St. to Walton Way	$877,543.70
Total Project Cost With Add Alternate	$5,426,485.75

Add Alternate Items will be awarded as directed by Augusta Engineering Department

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****GRADING COMPLETE:** ***Shall include any work without a specific pay item such as:*** Mobilization /demobilization; removal and disposal of all miscellaneous roadway items, utility items, and drainage items (i.e. demolition items). Additional items shall be included in the item of grading complete, unless otherwise established as separate contract items, including, but not limited to: removal/demolition of pavement, removal/demolition of concrete sidewalks and driveways / valley gutter, removal of curb and gutter, removal of abandoned drainage structures, removal of street signs, street carts or railroad tracks and any other miscellaneous removal items whether shown on the plans or not. The items of grading complete shall also include other miscellaneous items of construction not otherwise shown as a separate pay item such as fine grading, general clearing, cut and fill, constructing shoulder and subgrade, finish grading, construction layout, the hauling and disposal of undesirable or surplus materials, removing and/or resetting mailboxes, removing and/or resetting gates and fences, removing and/or resetting irrigation sprinkler heads, bonds and insurance etc. Remove/reconnect water services, reconnect sanitary services, remove/reset signs (type varies), remove/reset water sprinkler systems(complete), remove/reset water valves (size varies), Fire Hydrants, remove/reset yard lamps (type varies) shall be included in grading completely where no separate bid item is established. Grading complete line item shall include as-builts drawing and the video of any newly installed pipe.

****LS (LUMP SUM) –** For all Lump Sum items, attach itemized break of lump sum amount on separate sheet

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-Ment	Sub-Contract	Total
*** 2	150-1000 TRAFFIC CONTROL					Takeoff:	1.00 LS		Bid:	1.00 LS	
150-1000-A01	Traffic Barrel	150.00	EA	STD	40 8.00	672		9,750			10,422
Mh:	24.00 Shifts: 1.5	Mh/Un:	0.1600	Un/Sh:	100.0000	4.48		65.00			69.48
150-1000-A10	Advance warning signs	12.00	EA	STD	40 8.00	448				4,200	4,648
Mh:	16.00 Shifts: 1.0	Mh/Un:	1.3333	Un/Sh:	12.0000	37.36				350.00	387.36
150-1000-B03	Flagging	1,080.00	HR	STD	40 8.00	79,479					79,479
Mh:	2,700.00 Shifts: 135.0	Mh/Un:	2.5000	Un/Sh:	8.0000	73.59					73.59
150-1000-B05	Off Duty Police Officer	200.00	HR	STD	40 8.00	18,947					18,947
Mh:	Shifts:	Mh/Un:		Un/Sh:		94.73					94.73
150-1000-C01	Temp paint for final surface	1.00	LS	STD	40 8.00					11,683	11,683
Mh:	Shifts:	Mh/Un:		Un/Sh:						11,683.30	11,683.30
150-1000-C04	Traffic control - Striping sub	1.00	EA	STD	40 8.00					5,000	5,000
Mh:	Shifts:	Mh/Un:		Un/Sh:						5,000.00	5,000.00
150-1000-C05	Traffic control - Signal sub	1.00	EA	STD	40 8.00					0	0
Mh:	Shifts:	Mh/Un:		Un/Sh:						0.10	0.10
	**********Biditem/Category 2 **********					99,546		9,750		20,883	130,179
Mh:	2,740.00 Mh/Un: 2,740.0000					99,545.95		9,750.00		20,883.40	130,179.35
*** 5	210-0100 GRADING COMPLETE					Takeoff:	1.00 LS		Bid:	1.00 LS	
210-0100-B01	Rem. concrete C & G	1,500.00	LF	STD	40 8.00	4,581		2,100	1,977		8,658
Mh:	137.15 Shifts: 4.3	Mh/Un:	0.0914	Un/Sh:	350.0583	3.05		1.40	1.32		5.77
210-0100-B06	Rem. concrete - SY	995.00	SY	STD	40 8.00	5,317		3,080	2,295		10,692
Mh:	159.20 Shifts: 5.0	Mh/Un:	0.1600	Un/Sh:	200.0000	5.34		3.10	2.31		10.75
210-0100-B11	Rem. Asphalt road	25.00	SY	STD	40 8.00	178			77	125	380
Mh:	5.33 Shifts: 0.2	Mh/Un:	0.2132	Un/Sh:	150.3307	7.12			3.07	5.00	15.19
210-0100-D01	On site excavation	780.00	CY	STD	40 8.00	8,619			7,871		16,490
Mh:	218.40 Shifts: 3.9	Mh/Un:	0.2800	Un/Sh:	200.0000	11.05			10.09		21.14
210-0100-D02	Embankment	360.00	CY	STD	40 8.00	5,304			4,843		10,148
Mh:	134.40 Shifts: 2.4	Mh/Un:	0.3733	Un/Sh:	150.0000	14.73			13.45		28.19
210-0100-D05	Export Soils	410.00	CY	STD	40 8.00			6,400			6,400
Mh:	Shifts:	Mh/Un:		Un/Sh:				15.61			15.61
210-0100-D10	Strip Top Soil 3 Inch Depth	2,600.00	SY	STD	40 8.00	4,597			4,198		8,795
Mh:	116.48 Shifts: 2.1	Mh/Un:	0.0448	Un/Sh:	1,250.0000	1.77			1.61		3.38
210-0100-H01	Special Grading/Consideration	1.00	LS	STD	40 8.00			25,000			25,000
Mh:	Shifts:	Mh/Un:		Un/Sh:				25,000.00			25,000.00
210-0100-I01	Summit's Mobilization	15.00	EA	STD	40 8.00					30,000	30,000
Mh:	Shifts:	Mh/Un:		Un/Sh:						2,000.00	2,000.00
210-0100-Z06	Supervision -Public work (0.5	1,080.00	HR	STD	40 8.00	107,225		78,000			185,225
Mh:	1,512.00 Shifts:	Mh/Un:	1.4000	Un/Sh:		99.28		72.22			171.50
210-0100-Z10	Survey - Public Project	160.00	HR	STD	40 8.00	26,464					26,464
Mh:	480.00 Shifts: 20.0	Mh/Un:	3.0000	Un/Sh:	8.0000	165.40					165.40
	**********Biditem/Category 5 **********					162,286		114,580	21,260	30,125	328,251
Mh:	2,762.96 Mh/Un: 2,762.9600					162,286.22		114,580.00	21,260.22	30,125.00	328,251.44
Mh:	5,502.96 ***REPORT TOTALS***					261,832		124,330	21,260	51,008	458,431

N = Activity not adjusted to bid quantity

THE ABOVE REPORT HAS ONLY COSTS AND DOES NOT INCLUDE MARKUP AND OTHER BALANCED BID ITEMS.
Any queries shall be clarified if required.

Exhibit A

Augusta, Georgia
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Company of Bidder: Summit Construction & Development LLC

Street Address: 6991 Peachtree Industrial Blvd, Bldg. 700,

City, State, Zip Code: Peachtree Corners, GA 30092

Phone: 770-413-0093 Email: contracts@summitcd.com

Where/How did you hear about this solicitation? Website

Instructions:

1. Attach a copy of your Business License Attached
2. Attach your Federal W-9 Form. Attached
3. Provide a copy of your General, or other Contractor License, for the following (If applicable),
   Utility Contractors License # UC302166
   General Contractor License # _____
   Additional Specialty License # GDOT# 250355
4. Acknowledgement of Addenda: (#1) ✓ (#2) ✓ (#3) ✓ (#4) ___ (#5) ___ (#6) ___ (#7) ___ (#8) ___
   Check the appropriate box(es)to acknowledge receipt of addenda

Statement of Non-Discrimination

1. The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
2. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.
3. The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
4. The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunity to do business with this Company;
5. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
7. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

1. By submission of a bid, the bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:
   A. The prices in the proposal have been arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
   B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or to any competitor.
   C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud

in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this Bid, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the bidders certifies under penalty of perjury, that to the best of its knowledge and belief:
   A. The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
   B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or competitor.
   C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Ruben Bucio Duran
Signatory Name in Print

President
Signatory's Title

Summit Construction & Development LLC
Company Name

Signature of Authorized Officer or Agent

DATE: 10/26/2026

SUMMIT CO. CONSTRUCTION SEAL 2001 GEORGIA

SUBSCRIBED AND SWORN BEFORE ME ON THIS 26th DAY OF October, 2026.

NOTARY PUBLIC (Seal or Stamp)

My Commission Expires: 08/15/2028

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

Exhibit B

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

357508	09/14/2010
Federal Work Authorization User Identification Number	Date of Authorization
Summit Construction & Development LLC	15th Street Pedestrain Improvements
Name of Contractor	Project Name and Number
Ruben Bucio Duran	
Signatory Name in Print	Signature of Authorized Officer or Agent
President	10/26/2026
Signatory's Title	Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS 26th DAY OF October, 2026.

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

NOTARY PUBLIC

My Commission Expires: 08/15/2028

Exhibit C

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

BID #26-183 15th Street Pedestrian Improvements
(from Government Road to Laney Walker Blvd.)
[ITB Project Number and Project Name]

Ruben Bucio Duran
Print name of person applying on behalf of individual, business, corporation, partnership, or other private entity

Summit Construction & Development LLC
[Print/Type: Name of business, corporation, partnership, or other private entity]

1. ✓ I am a citizen of the United States.
2. _____ I am a legal permanent resident 18 years of age or older.
3. _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Ruben Bucio Duran
Printed Name

N/A
*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26TH DAY OF October, 20 26

Notary Public

My Commission Expires: 08/15/2028 NOTARY SEAL

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Augusta GEORGIA

TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with RFB 26-183 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Summit Construction & Development LLC are marked confidential pursuant to O.C.G.A. § 10-1-761(4): N/A

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret) N/A
- Additional trade secret information requested to be withheld N/A
- Your company is requested to send a redacted copy of your submittal. N/A

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to $1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records ~~Act ("GORA")~~.

Signature:

Ruben Bucio Duran — Summit Construction & Development LLC

[Signatory Name in Print] — [Signatory's Title] [Company Name]

President — Date: 10/26/2026

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this 26th day of October, 20 26

Notary Public

My Commission Expires: 08/15/2028 NOTARY SEAL

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

RETURN FORM ONLY IF APPLICABLE.

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
Building 700
Norcross GA 30092

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 07/15/2011

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Summit Construction & Development
2108 Bentley Drive
Stone Mountain GA 30087

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
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Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 5, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SU355

Summit Construction & Development, LLC
2108 Bentley Dr. NW
Stone Mountain, GA 30087

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING:	**$135,400,000.00**
CERTIFICATE EXPIRES:	**October 31, 2026**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**150, 201, 209, 310, 310A, 400A, 432, 432A, 441, 550, 660, 668 and 670.**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/29/2024 1:06:14 PM

BUSINESS INFORMATION	
CONTROL NUMBER	08094768
BUSINESS NAME	SUMMIT CONSTRUCTION AND DEVELOPMENT, LLC.
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/29/2024
ANNUAL REGISTRATION PERIOD	2024, 2025, 2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	2108 BENTLEY DR, STONE MOUNTAIN, GA, 30087, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
BUCIO Duran, RUBEN	2108 BENTLEY DR STONE MOUNTAIN, GA 30087, STONE MOUNTAIN, GA, 30087, USA	Gwinnett

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Ruben Duran
AUTHORIZER TITLE	Organizer

2026

BUSINESS OCCUPATIONAL TAX CERTIFICATE

Other Heavy and Civil Engineering Construction

(NOT TRANSFERABLE)

Business ID
19163

License Number
2026-22596

Date Issued
03/27/2026

Date Expires
03/31/2027

CITY OF PEACHTREE CORNERS
310 TECHNOLOGY PKWY
PEACHTREE CORNERS, GA 30092

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS, GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE SUSPENDED OR REVOKED, AND IS SUBJECT TO ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only:

BUSINESS NAME / ADDRESS:

SUMMIT CONSTRUCTION AND DEVELOPMENT LLC
6991 PEACHTREE INDUSTRIAL BLVD SUITE 700
PEACHTREE CORNERS, GA 30092

CORPORATE / MAILING ADDRESS:

SUMMIT CONSTRUCTION AND DEVELOPMENT LLC
6991 PEACHTREE INDUSTRIAL BLVD SUITE 700
PEACHTREE CORNERS, GA 30092

MUST POST IN A CONSPICUOUS LOCATION

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
Building 700
Norcross GA 30092

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
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Utility Contractor

EXP DATE - 04/30/2027 Status: Active
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SUMMIT
CONSTRUCTION & DEVELOPMENT

SUMMIT CONSTRUCTION & DEVELOPMENT

STATEMENT OF PROPOSERS QUALIFICATIONS/COVER LETTER

15th Street Pedestrain Improvements- City of Augusta

1. Approach and Methodology

Summit Construction & Development's strategic approach of your project will deliver a quality product that is on-time and in budget.

We understand this project's Scope of work includes 15th Street Pedestrain Improvements for City of Augusta. We are planning to perform this work within contract time.

Our firm uses the latest equipment and innovative systems such as a cloud platform for project management communication, scheduling and coordination and GPS sensor systems, which reduces human error and increases accuracy and production rate.

We have in-house crews and our own equipment and trucks for all related trades, which makes us more efficient in accomplishing projects within time and budget.

2. Project History

Our firm has been involved in a variety of projects since its inception, more than 17 years ago. We have completed projects for various municipalities, counties, government agencies and large commercial contractors, having accomplished even the most challenging projects successfully, within schedule requirements and under budget. The following list contains just a few of the projects with similar scope and size, that are in process or completed over the last 3 years:

1. *Circle 75 Parkway at Windy Hill Road – Cobb County. Our scope of work includes Grading, erosion control, storm drainage, water and sewer, Concrete work, Asphalt paving and other relate work. Contract value: $1,060,110.76 Completion 4/1/2022*
2. *Barnwell Road at Rivermount Pkwy Roundabout City of Johns Creek. Our scope of work includes Demolition, earthwork, storm drainage, concrete work, asphalt paving and other related work. Contract value: $936,924.62*
3. *Dallas Street Improvements City of Acworth. Our scope work includes Erosion control, grading, GAB installation, Asphaltic Concrete, Storm Drainage, Striping and grassing. Contract value: $844,561.63 Completion 3/30/2022*

Summit Construction & Development
6991 Peachtree Ind Blvd, Bldg 700, Peachtree Corners GA 30092
Phone: 770.413.0093 Email: contracts@summitcd.com

4. *SR140 at East Cherokee Drive Improvements. Our scope of work includes Demolition, Grading, drainage, storm drain, milling, asphalt paving 17,172 tons and other related work. Contract value: $3,897,016.00*

5. *Rockdale county Milstead II Drainage Improvements, 962 Milstead Avenue, Conyers, GA 30012. Our scope of work includes Grading, storm drainage, domestic water installation, Asphalt paving. Contract value: $701,844.45*

6. *Beaver Ruin Road Multiuse Greenway Trail, our scope of work includes Erosion control, grading, concrete sidewalk, curb and gutter, storm drainage, manholes. Contract value: $703,523.99 Completion 06/19/2020*

7. *Granade road sidewalk project Rockdale County. Our scope of work includes concrete work, asphalt, Storm drainage. Contract value: $2,229,790.70 Completion 09/22/2022*

8. *Brockett road Traffic Calming City of Tucker, our scope of work includes milling and resurfacing, patching, concrete medians and other related work. Contract Value $1,275,679.00 Completion 1/31/2023*

9. *Indian Trail Park and Ride Transit Project, our scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work. Contract Value $1,571,412.00 Completion 08/17/2021*

10. *City of College Park LMIG Street resurfacing 2023, Milling and resurfacing, Contract Value $340,210,.08. Completion 07/31/2023*

11. *West Paces Ferry Road Resurfacing Buckhead CID, Contracts Value: $7,087,955.65. Completion date: 10/31/2023*

12. *Haynes Bridge Road Improvements City of Johns Creek, Contract Value $3,979,559.63 Completion Date 10/01/2023*

13. *City of Roswell Resurfacing Project 2024 $3,589,536.26. Completion Date 12/19/2024*

A complete list of our projects is available upon request.

3. Manpower & Delivery Schedule

1. *The current value of work-in-progress over 77+ million dollars and current manpower and resources can accommodate our projected workload with ability to perform new projects with no issues.*

2. *We have a dedicated Project Managers, Superintendents, and support system to accomplish this project successfully, within milestone goals and budget. Our in-house crews are experienced in all trades necessary to complete this project and are trained to produce quality work.*

3. *We have 60+ direct field employees.*

4. Company History

1. *Summit Construction & Development has been in business for 17+ years.*

2. *The firm has only operated under its current name.*

3. *GDOT Pre-Qualified Contractor.*

4. *No, we do not have any bankruptcies.*
5. *No, we do not have any lawsuits against our company.*

5. References

Location	Contract amount	Date Complete	% complete	Name & Address of Owner/Engineer	Email/Phone
Goode Road, Rockdale county culvert	$627,364.38	06/30/2020	100 %	Todd A. Cosby, PE 962 Milstead Ave, Conyers, GA 30012	678-281-4848
North Road, Gwinnett County	$1,114,464.00	08/25/2016	100 %	Dan Wnek, 75 Langley Drive, Lawrenceville, GA	678-848-5718/ Dan.Wnek@oneatlas.com
Milstead Road, Rockdale county	$701,844.45	08/23/2018	100 %	Todd A. Cosby, PE 962 Milstead Ave, Conyers, GA 30012	678-281-4848
Swan Drive Culvert Replacement, Paulding County	$548,278.75	2020	100 %	David Huff, Paulding County	770-445-4759
Nichols Box Culvert, Forsyth county	$121,366.44	May, 2014	100 %	Tim Allen, Forsyth County	770-781-2165 / tlallen@forsythco.com
Storm Drain replacement Chestnut Lake drive, Box Culvert	$216,566.20	2020	100 %	Cesar Sanchez, 347 Phillips Drive, McDonough, GA 30253 Henry County	770-288-7254 / csanchez@co.henry.ga.us
Woodstown Road Storm drain repair, Box Culvert	$348,587.20	2020	100 %	Cesar Sanchez, 347 Phillips Drive, McDonough, GA 30253 Henry County	770-288-7254 / csanchez@co.henry.ga.us
Seven Oaks Dam		2021	100 %	Riki Forney	Riki.forney

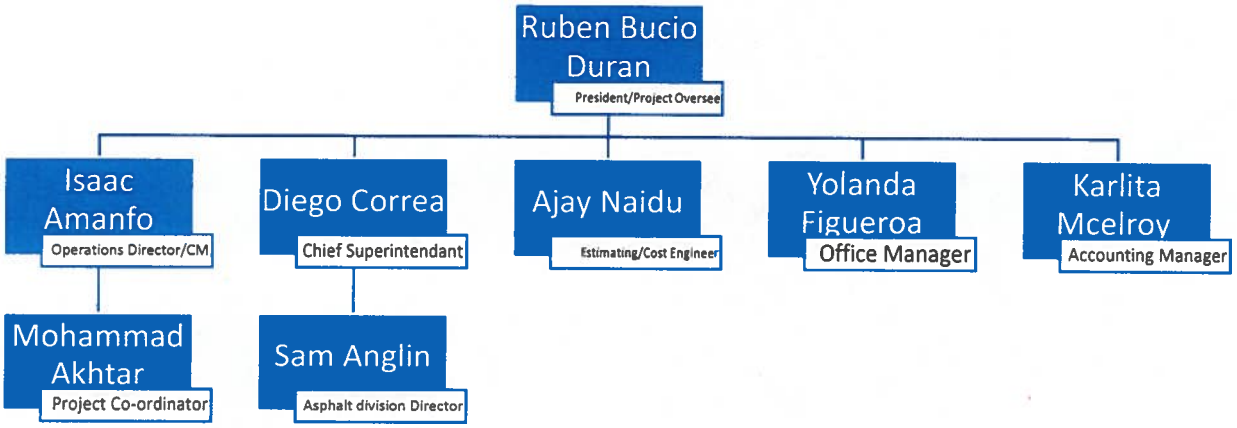
Reference Project	Description of the Work	Owner Contact	Owner Contact Phone	Owner Contact Email	Role (prime/sub)	Firm Responsible for $x.	Start and Completion dates
SR 140 at East Cherokee Drive Improvements Scope of work includes road widening, asphalt milling and overlay, full depth, concrete work, storm drainage and other related work. 17,172 tons		Lori Jones 678-410-0124 lmjones@cherokeega.com			Construction Inspection Manager	$3,897,016	12/7/2020-12/20/2022

of asphalt installed , 942 lf storm pipe				
West Paces Ferry Resurfacing Project	Lee Upkins 404-978-7552 Lee.upkins@jacobs.com	Construction Manager	$7,087,955.65	07/25/2023-10/31/2023
Indian Trail Park and Ride Transit Project Scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work.	Thomas Clausen 678-521-6433 Thomas.Clausen@oneatlas.com	Project Engineer	$1,571,412	03/19/2021-08/17/2021
Brockett road Traffic calming Scope of work includes mill and overlay, patching, concrete medians and other related work.	Sam Durrance 678-215-7030 sdurrance@tuckerga.gov	Construction Manager	$1,275,679	10/10/2022-1/31/2023
Haynes Bridge Road Improvements	Riki Forney 678-512-3266 riki.forney@johnscreekga.gov	Construction Manager	$3,979,559.63	10/01/2023
Garden Reserve at Power Build	Kyungsu Kim 470-406-9629 Kyungsu.kim@powerbuild.com	Director of Construction	$2,691,031.47	2021-2023
Reserve at Jacson	Billy Kimball 540-993-6914 Billy.kimball@kcgcompanies.com	Senior Project Manager	$10,005,572.22	2022-2023
Kirkland at Jack Neely Rd. Roundabout Project	Chester Clegg 678-414-9353 cclegg@co.newton.ga.us	Transportation Director	$3,248,196.83	2022-2024
Access Road at I20	Chester Clegg 678-414-9353 cclegg@co.newton.ga.us	Transportation Director	$7,540,672.64	2023-2024
Jones Bridge road –	Riki Forney 678-512-3266 riki.forney@johnscreekga.gov	Construction Manager	$2,571,440.97	2023

Additional references shall be provided upon request.

6. Organization Chart

Below is the Organization Chart for this Specific Project:



- Ruben Bucio Duran, President/Project Oversee – This personnel will oversee the Project from bidding to completion of the Project to ensure all the protocols have been followed per the contract specifications and company's quality assurance and safety plan.
- Isaac Amanfo, VP Construction/Construction Manager – This personnel will be responsible for the Project management, scheduling, invoicing, safety and all other Project operations.
- Diego Correa, Chief Superintendent – This Personnel will be in charge of all crews on site and executing the Project on site and also site safety.
- Ajay Naidu, Estimating/Cost Engineer – This Personnel is responsible for pre-construction activities and budgeting during construction phase.
- Yolanda Figueroa, Office Manager – Administrative Support throughout the Project.
- Dorys Fernandez, Accounting P/R – Responsible for the accounts related to Project.
- Mohammad Akhtar, Project Coordinator – Responsible for submittals and material tickets.
- Sam Anglin, Asphalt division Director – This personnel is responsible for onsite operations and safety.

Form DOT 484
Revised 5/2006

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

Give full information about all of your Contracts with all agencies, public and private; whether in progress or awarded but not yet begun. Attach additional sheets if required.

	CONTRACT AMOUNT				
1	2	3	4	5	6
PROJECTS LOCATION & DESCRIPTION	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER
0.557 MILE OF INTERSECTION IMPROVEMENTS ON WEST PIKE ST BEGINNING AT SR 316 AND EXTENDING TO HURRICANE SHOALS RD CS 1126).	$6,548,284	$1,734,559	$4,813,725	$4,798,351	$15,374
Wieuca Road at Phipps Blvd Rounsabout - Buckhead CID	$8,833,672	$1,593,446	$7,240,227	$8,794,853	$38,819
				TOTAL OF UNCOMPLETED WORK UNDER CONTRACT	$54,194

NOTE 1: Show total obligations in Column 2 if you are Prime Contractor, or your portion of a Joint Venture, or amount of your Contract if you are a Subcontractor.

NOTE 2: The Contractor may consolidate and list as a single item all contracts which individually do not exceed 2% of the Maximum Capacity Rating, and which, in the aggregate, total less than 20% of the Maximum Capacity Rating.

NOTE 3: If the award of this contract is contingent upon the reduction of charges against your Current Capacity by the dollar value of deferred work, indicate by asterisks all Contracts on which such deferrals will extend at least twelve (12) months from the date of this letting. Attach a detailed explanation of the circumstances.

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

	CONTRACT AMOUNT				
PROJECTS LOCATION & DESCRIPTION	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER

Jones Bridge Road at Sargent Improvements - City of Johns Creek Revised 5/2006	$4,154,294	$101,242	$4,053,052	$2,441,401	$1,611,651
Big Creek Phase 1 - City of Roswell	$8,370,324	$455,202	$7,915,122	$3,657,560	$4,257,562
Holly Springs Pkwy Widening Phase III	$6,130,277	$38,166	$6,092,111	$4,052,266	$2,039,845
East Rock Springs Roundabout at Beech Valley Way Dekalb county	$1,178,768	$268,950	$909,818	$733,627	$176,191
Drainage Improvements at Greenview Subdivision Hnery County	$1,615,423	$0	$1,615,423	$1,482,801	$132,622
Old Fairburn Road/Stone Wall Tell road - City of South Fulton	$3,493,927	$39,610	$3,454,317	$1,317,713	$2,136,604
Center Street Stormwater Outfall - City of Winder	$5,593,004	$24,949	$5,568,055	$4,169,506	$1,398,549
Operations Improvements on SR 140 at US23/SR13 - CMES	$1,640,491	$0	$1,640,491	$0	$1,640,491
GDOT Call 010,B1CBA2402229-0 Forsyth County	$871,845		$871,845	$67,396	$804,449
GDOT PI#0014082	$10,397,632	$648,738	$9,748,894	$3,004,949	$6,743,945
				TOTAL FOR PAGE 2	$20,941,910
				GRAND TOTAL (PAGES 1 & 2)	$20,996,104

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

PROJECTS LOCATION & DESCRIPTION	CONTRACT AMOUNT TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER
Newnan Crossing Bypass SB Left Turn Lane	$955,618	$18,000	$937,618	$686,744	$250,874
McGinnis Ferry Road Widening CMES	$6,809,606	$0	$6,809,606	$0	$6,809,606
Boldflex Garrard Construction	$703,631	$0	$703,631	$0	$703,631
Dupree Road and King Arthur Drive Drainage Improvements Cherokee County	$691,662	$20,790	$670,872	$244,940	$425,932
South Jett Rd Improivements Cherokee County	$1,555,381	$82,697	$1,472,684	$381,226	$1,091,458
Neese Raod Northern Segment City of Woodstock	$3,969,892.89	$210,944	$3,758,949	$295,716	$3,463,233
Milling and Resurfacing SR 154 from E of SR154 to I285 gdot	$3,089,912	$206,853	$2,883,059	$1,109,009	$1,774,050
				TOTAL FOR PAGE 3	$14,518,784
				GRAND TOTAL (PAGES 1 - 3)	$50,033,672

Form DOT 484
Revised 5/2006

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

PROJECTS LOCATION & DESCRIPTION	CONTRACT AMOUNT				
	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER
Barnwell rd improvements City of Johns Creek	$8,937,638	$550,000	$8,387,638	$1,147,634	$7,240,004
Chastain drive improvements Columbia County	$777,204	$0	$777,204	$189,132	$588,072
Mid broadwell road culvert and Sidewalk construction City of Alpharetta	$1,547,879	$0	$1,547,879	$66,271	$1,481,607
2026 Resurfacing Project Cherokee County	$5,657,032	$0	$5,657,032	$320,340	$5,336,692
Ridge LakeParking Lot Phase 3 Sugar Hill GA	$939,389	$208,344	$731,045	$0	$731,045
2026 Decatur Resurfacing Project	$893,712	$0	$893,712	$0	$893,712
Jonesboro Road Henry County	$30,887,790	$4,000,000	$26,887,790	$0	$26,887,790
Legacy Park Improvements City of Alpharetta	$1,670,197	$200,000	$1,470,197	$0	$1,470,197
Alpharetta Adult Activity Center Parking Lot Improvements	$262,350	$0	$262,350	$0	$262,350
3.021 Miles of Widening and Reconstruction for Additional Lanes on SR 81	$32,885,232	$2,000,000	$30,885,232	$0	$30,885,232
				TOTAL FOR PAGE 4	$75,776,700
				GRAND TOTAL (PAGES 1 - 4)	$125,810,372

Augusta Blueprint & Microfilm, Inc

#26-183 - 5th Street Pedestrian Improvements *(Government Road to Laney Walker Blvd) for Augusta - Engineering and Environmental Services Department*

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	E. R Snell				X	1785 Oak Road Snellville, GA 30078 kpollardc@ersnell.com	770-985-0600	770-985-2957
2	Reeves Construction Company				X	1 APAC Industrial Way Augusta, GA 30907 ghamilton@reevescc.com	706-731-5230	
3	Summit Construction & Development LLC				X	6991 Peachtree Ind. Blvd 700 Peachtree Corners, Ga 30092 scdestimator@summitcd.com	770-413-0093	
4	JHC Corporation				X	15 Fresh Bru Dr Newman, GA 30263 melissa@jhccorporation.com	770-487-3258	770-487-4254
5	Horizon Construction & Associates				X	P.O. Box 798 Evans, Ga 30809 info@horizonaug.com	706-719-5004	
6								
7								

GRIFFIN CONTRACTING
ATTN: TROY DAVIS
122 PIPEMAKERS CIRCLE
SUITE 207
POOLER, GA 31322

ER SNELL CONTRACTOR
1785 OAK ROAD
SNELLVILLE, GA 30078

C&H PAVING
204 MAIN STREET
THOMSON, GA 30824

SUMMERS CONCRETE CONTRACTING, INC.
5538 COPPAGE ROAD
HAHIRA, GA 31632

ATC SITE CONSTRUCTION
614 BRIGHAM ROAD
NORTH AUGUSTA, SC 29841

BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809

C.W. MATTHEWS CONTRACTING
1600 KENVIEW DRIVE
MARIETTA, GA 30060

J & H GRADING & PAVING
1579 EDGEFIELD HIGHWAY
AIKEN, SC 29801

QUALITY PLUS SERVICES INC.
2929 QUALITY DRIVE
PETERBURG, VA 23805

PAVEWAY OF AUGUSTA/AIKEN
306 SILVER BLUFF RD.
AIKEN, SC 29803

REYNOLDS CONSTRUCTION
300 E. BROAD STREET
FAIRBURN, GA 30213

BEAM'S CONTRACTING
ATTN: DARRELL CAUDILL
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

GEARIG CIVIL WORKS
322 GRIMAUDE BLVD.
GROVETOWN, GA 30813

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

JHC CORPORATION
15 FRESH BRU DRIVE
NEWNAN, GA 30263

GARNTO SOUTHERN CONSTRUCTION, LLC
ATTN: JASON GARNTO
4811 CLARK DRIVE
EVANS, GA 30809

REYNOLDS CONSTRUCTION
300 E. BROAD STREET
FAIRBURN, GA 30213

QUALITY PLUS SERVICES INC.
2929 QUALITY DRIVE
PETERBURG, VA 23805

JUNE HAMAL
ENGINEERING DEPARTMENT

HAMEED MALIK
ENGINEERING DEPARTMENT

YOLANDA JACKSON
COMPLIANCE

Bid #26-183
15TH Street Pedestrian Improvements (Government Rd. to Laney Walker Blvd.) for Augusta, GA – Engineering Department
BID DUE: Mon. 10/26/26 @ 3:00 p.m.

Bid #26-183
15TH Street Pedestrian Improvements (Government Rd. to Laney Walker Blvd.) for Augusta, GA – Engineering Department
BID MAILED: 10/20/2026

Addendum 3

Page 1 of 1

Click here to find out how Euna Procurement can better help your purchasing team

Planholders

Add Supplier | Export To Excel

Supplier (11)

Supplier	Download Date
Beams Contracting, Inc	10/14/2026
Capveon (YC F26)	10/01/2026
Concrete Constructors, Inc.	09/25/2026
Dodge Data	09/16/2026
GovGuide	09/18/2026
H & H Concrete Finishing	09/17/2026
Lagniappe Development	09/17/2026
Onvia, Inc. - Content Department	09/15/2026
RM Concrete Specialist LLC	09/16/2026
Titan Construction Management LLC (dba Titan Civil Construction)	10/02/2026
Universal Signs & Accessories	10/07/2026

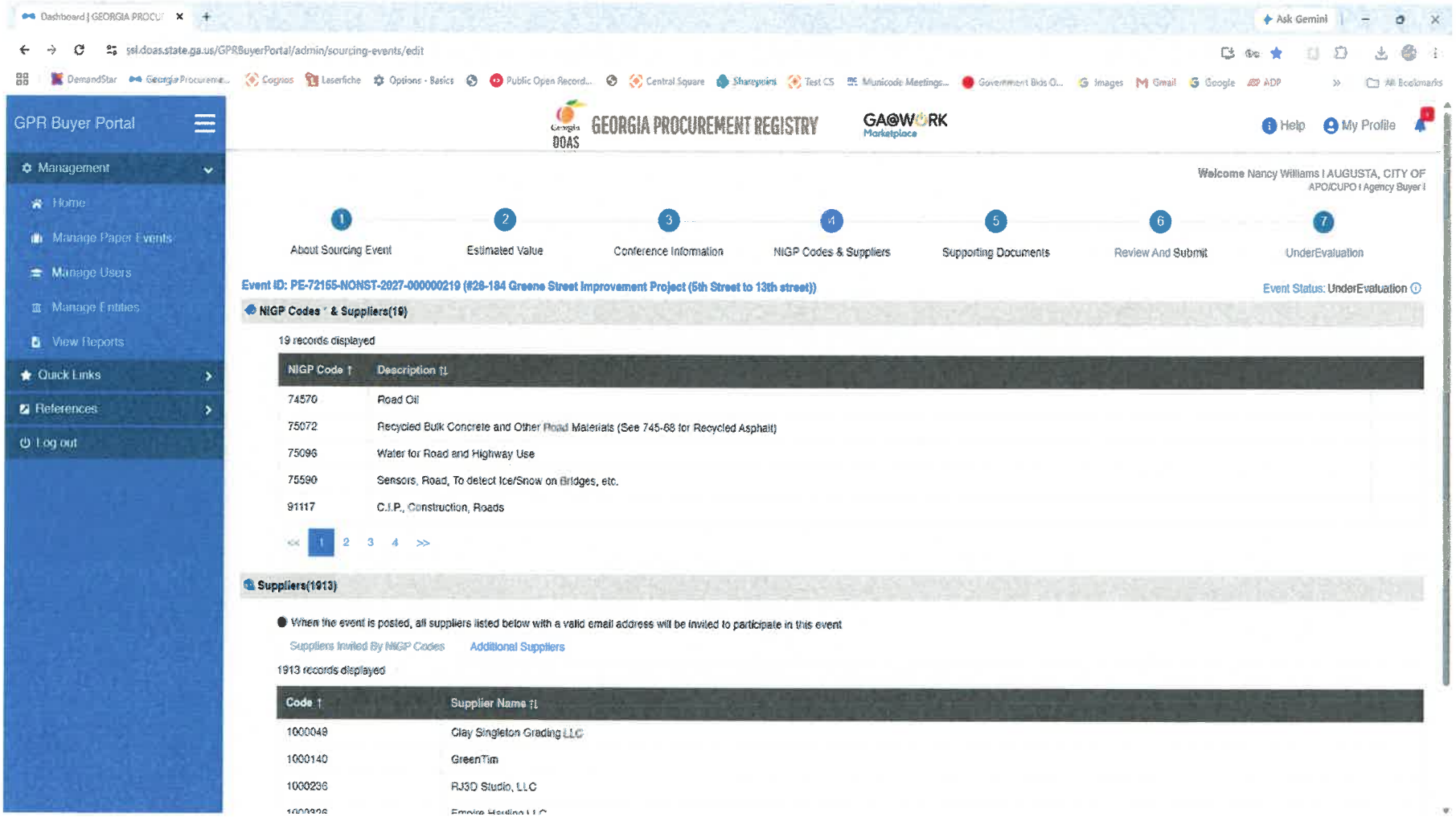
Add Supplier

Supplier Details

Supplier Name	Beams Contracting, Inc
Contact Name	Corey Forrest
Address	15030 Atomic Rd , Beech Island, SC 29842
Email	cforrest@beamscontracting.net
Phone Number	(47-8) -494-1787

Documents

Filename	Type	Action


GPR Buyer Portal
Management
Home
Manage Paper Events
Manage Users
Manage Entities
View Reports
Quick Links
References
Log out
GEORGIA PROCUREMENT REGISTRY
GA@WORK Marketplace
Help
My Profile
Welcome Nancy Williams I AUGUSTA, CITY OF
APO/CUPO I Agency Buyer I
1 About Sourcing Event
2 Estimated Value
3 Conference Information
4 NIGP Codes & Suppliers
5 Supporting Documents
6 Review And Submit
7 UnderEvaluation
Event ID: PE-72155-NONST-2027-000000219 (#28-184 Greene Street Improvement Project (5th Street to 13th street))
Event Status: UnderEvaluation
NIGP Codes * & Suppliers(19)
19 records displayed
NIGP Code
Description
74570 Road Oil
75072 Recycled Bulk Concrete and Other Road Materials (See 745-68 for Recycled Asphalt)
75096 Water for Road and Highway Use
75590 Sensors, Road, To detect Ice/Snow on Bridges, etc.
91117 C.I.P., Construction, Roads
Suppliers(1913)
When the event is posted, all suppliers listed below with a valid email address will be invited to participate in this event
Suppliers Invited By NIGP Codes
Additional Suppliers
1913 records displayed
Code
Supplier Name
1000049 Clay Singleton Grading LLC
1000140 GreenTim
1000236 RJ3D Studio, LLC

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Augusta Downtown Receptacles and Non-Compliance &

Illegal Dumping Waste Disposal Services Contract

BID 19-135

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and Authorize three-month extension (January 1, 2027 to March 31, 2027) of the Augusta Downtown Receptacles and Noncompliance & Illegal Dumping Waste disposal services contract with Coleman Sanitation. Bid 19-135/AE
Background:	Coleman Sanitation has a separate solid waste collection & disposal contract and is limited to waste picking up from downtown waste receptacles located throughout the downtown business corridor only. Services also include picking & disposal of noncompliance contracted waste and illegal dumping within the Augusta, Georgia service area. Continuity of non-compliance contracted waste, illegal dumping waste, and recyclable waste management is not only critical for maintaining the level of services as promised to the citizens under waste contracted services but also to minimize public health & safety exposure from unmanaged illegal dumped waste.
Analysis:	On January 1, 2026, Augusta Commission extended the current contract until December 31, 2025. The department initiated a new contract letting in July 2026 with closing on September 2, 2026. However, due to lack of sufficient participation in the pre-submittal mandatory meeting, the department requested re-letting the contract. Submittal closing is scheduled now on December 7, 2026. It will not be feasible to get a new contract in placed by January 1, 2027. Continuity of the service is critical to maintain solid waste pick up from downtown receptacles. Requested current contract three months extension allows the department to get a new contract in place and transition services under it.
Financial Impact:	Funds are in the Environmental Services contract services yearly operational budget)
Alternatives:	No alternate proposed
Recommendation:	Approve and authorize the three-month extension (January 1, 2027 to March 31, 2027) of the Augusta Downtown Receptacles and Noncompliance &

Illegal Dumping Waste disposal services contract with Coleman Sanita
Bid 19-135/AE

Funds are available in the following accounts: 541044210-52.11120 - Environmental Services contract services operation funds

REVIEWED AND APPROVED BY: HM/sr

Coleman Sanitation Services Company
3010 Georgia Rd
Augusta, GA 30906
706-339-3152

Bid 19-135

Fee Proposal 2026 for Permanent Sidewalk Receptacles

2026 Unit Price $146.44 p/mo ($131,796/yr)

Number of units: 75 cans to be serviced daily

Special events and miscellaneous services to remain the same ($25,000)

Melvin Coleman 12-2-2025

Melvin Coleman, Owner
Coleman Sanitation

COLEMAN SANITATION SERVICE COMPANY
3010 GEORGIA RD
AUGUSTA, GA 30906
706-339-3152

January 11, 2023

Dr. Hameed Malik
Augusta Engineering Department
2316 Tobacco Rd
Augusta, GA 30815

Pricing for Solid Waste Services

Rear loader truck with driver..... $115.00 p/hr.
Roll off truck with driver..... $125.00 p/hr.
Grapple truck with driver..... $144.00 p/hr.
Dump truck with driver.....$115.00 p/hr.
Loading crew (one loader).....$ 20.00 p/hr.
Two loaders.....$ 40.00 p/hr.

There will be a charge of $60.00 extra p/hr. for legal dumps and out of compliance waste where there are trees, stumps, etc that requires cutting with a chainsaw or any other equipment .

When arriving at a site and the waste is already gone, there will be a $20.00 fee.

If the waste requires special equipment not normally used, this equipment will be rented.

Respectfully submitted

Melvin Coleman, Owner
Coleman Sanitation Service Company

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Barton Chapel Road Improvements Project

Design Services for Road Improvements

(Deans Bridge Rd. to Augusta west Parkway)

RFQ Item: 24-153

File Reference: PI# 0017630 / 26 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase2) of the Design Consultant Services Agreement to Practical Design Partners, LLC (PDP) in the amount of $860,419 for the TIA Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project (PI0017630). AE/ RFQ 24-153
Background:	The Barton Chapel Road (Deans Bridge-Augusta West Pkwy) Improvements is a project from the "Approved Investment List" of TIA2 that was approved by voters of the CSRA in June 9, 2020 referendum. Barton Chapel is a Band3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, targeted sidewalks replacement and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improve roadway aesthetics. The initial concept phase is near completion leading to initiation of the Preliminary Design phase (PE Phase2). On December 3, 2024, the Augusta Commission awarded Barton Chapel Road Design Professional Services to Practical Design Partners, LLC.
Analysis:	The project is currently in the design phase. On December 3, 2024, the Augusta Commission approved funding for the initial tasks associated with the Design Concept Phase. The Concept Phase is now substantially complete, and the project is ready to advance to the Preliminary Design Phase for development of the project plans. A phased approach to design development has been adopted allowing improvements to be designed in stages. This approach has proven to be cost-effective and will be continued through completion of the design for the intended improvements.
Financial Impact:	Funds are available in Project TIA Funds.

Alternatives:	Do not approve and find alternative to complete the TIA project.
Recommendation:	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase1B) of the Design Consultant Services Agreement to Practical Design Partners, LLC (PDP) in the amount of $860,419 for the TIA Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project (PI0017630). AE/ RFQ 24-153
Funds are available in the following accounts:	($860,419) 372041110-52.12115 / TIA225908-52.12115 – Barton Chapel TIA project funds
REVIEWED AND APPROVED BY:	HM/sr

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **RFQ #24-153** | Project: | Master Contract: **RFQ #24-153**
PI No.: **RFQ #24-153** | County: | Contract Expiration: **0-Jan-1900**
Prime: **Practical Design Partners, LLC** | Contract Type: | Task Order No: **2**
Date: **5-Nov-2024** | Fixed Fee %:

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Practical Design Partners, LLC	Practical Design Partners, LLC	Vanesse Hangen Brustlin, Inc.	Vanesse Hangen Brustlin, Inc.	Johnson, Laschober & Associates, PC	Platinum Geomatics, LLC	Platinum Geomatics, LLC	Platinum Geomatics, LLC	United Consulting, LLC	Johnson, Laschober & Associates, PC	Infrastructure Systems Management,	Aulick Engineering, LLC
		Enter discipline provided by firm >>	Project Management	Roadway Design	Traffic Operations	Environmental	Landscaping	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting	Design Support	Bridge Design & Hydraulics
	Totals	$ 1,619,805.93	$ 56,443.63	$ 539,103.95	$ 44,962.34	$ 248,893.64	$ 48,268.00	$ 350,016.05	$ -	$ -	$ 105,820.63	$ 58,487.00	$ -	$ 167,810.69
1	Concept Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Database Preparation	$ 209,710.63	$ 3,234.80	$ 4,922.95	$ -	$ -	$ -	$ 201,552.88	$ -	$ -	$ -	$ -	$ -	$ -
3	Environmental Document	$ 227,362.89	$ 4,133.06	$ 8,862.93	$ -	$ 214,366.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Preliminary Plans	$ 423,345.30	$ 20,210.98	$ 226,368.27	$ 24,352.35	$ -	$ 27,456.00	$ -	$ -	$ -	$ -	$ 24,409.00	$ -	$ 100,548.70
5	Right of Way Plans	$ 103,035.35	$ 5,241.30	$ 48,505.74	$ -	$ -	$ -	$ 49,288.31	$ -	$ -	$ -	$ -	$ -	$ -
6	Final Plans	$ 456,199.46	$ 22,155.66	$ 212,503.19	$ 20,609.99	$ 25,223.42	$ 20,812.00	$ 14,996.57	$ -	$ -	$ 105,820.63	$ 34,078.00	$ -	$ -
7	Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	Special Studies	$ 200,152.30	$ 1,467.83	$ 37,940.87	$ -	$ 9,303.32	$ -	$ 84,178.29	$ -	$ -	$ -	$ -	$ -	$ 67,261.99
9	Public Involvement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Fixed Fee	$ 135,672.57	$ 4,997.26	$ 48,606.89	$ 4,079.03	$ 21,529.02	$ 4,388.00	$ 28,038.09	$ -	$ -	$ 4,653.56	$ 5,317.00	$ -	$ 14,063.72
		Tab Name>>	PM1	Rd1	Trf1	Env1	LS	Srv1	Map1	SUE1	OMT1	Lt1	Ds1	Ds1
	DBE (Yes or No)		Yes	Yes	No	No	No	Yes	Yes	Yes	No	No	Yes	Yes
	DBE Participation	$ 1,113,374.32	$ 56,443.63	$ 539,103.95	$ -	$ -	$ -	$ 350,016.05	$ -	$ -	$ -	$ -	$ -	$ 167,810.69
	DBE %	68.7%	3.5%	33.3%				21.6%						10.4%
	Contract DBE Goal %	0.0%												

ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**372-041110 – TIA225908**
GDOT Number (s):	**RC07-0118** **PI 0017630**
Supplemental Agreement Number:	**1**
Purchase Order Number:	**25ENG154**

WHEREAS We, **Practical Design Partners, LLC (PDP)**
. Consultant entered into a contract with Augusta-Richmond County on December 3,2024 for engineering design services associated with the improvements to **Barton Chapel Rd Improvements**. Project RC07-0118, PI 0017630, File Reference No. 26-014 (T), and

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

To enhance pedestrian use and improvement roadway aesthetics.

It is agreed that as a result of the above-described modifications the contract amount is increased by **$860,419.00** from **$679,987.18** to a new total of **$1,540,406.18**

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

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

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

_____

Garnett L. Johnson, Mayor
Approved Date: _____

ATTEST:

_____

Title:

_____

Practical Design Partners, LLC (PDP).

_____

Approved: Date:
[ATTACHED CORPORATE SEAL]
ATTEST:

_____

Title: _____

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Broad Street Improvements Project

Design Services for Roadway Improvements

TIA Project Number: RC07-000107 / PI#0011382

RFP Item: 18-311 (19ENG752)

File Reference: 26 – 014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve supplemental funding (SA7) in the amount of $72,700 to Hussey Gay Bell (HGB) for Construction Engineering and Inspection (CEI) services during construction phase of the TIA funded Broad Street Improvements Project (PI#0011382). AE / RFP 18-311 (19ENG752)

Background: The Broad Street Improvements is a project from the "Approved Investment List" of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. Broad Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics. The project construction contract was awarded to E R Snell Contractor on August 1, 2023. Road construction is in progress now. The construction Phase requires design related coordination with utilities, adjacent businesses & stakeholders, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (RFI) that warrants design engineer services.

Analysis: The project is currently under construction. On April 5, 2019, the Augusta Commission approved the award of the project's design phases to Hussey Gay Bell (HGB). Given the anticipated construction duration of more than three years, Augusta Engineering adopted a phased approach that includes Construction Engineering and Inspection (CEI) services to provide continuity throughout the construction period. This approach is a cost-effective way to maintain consistent engineering support and effectively manage the day-to-day activities associated with roadway construction. This supplemental agreement provides for the continuation of HGB's services during the construction phase, including responding to contractor requests for field

	information, primarily hardscape/landscape, assessing and resolving utility conflicts, providing field engineering support, and attending construction progress meetings.
Financial Impact:	Project TIA Funds.
Alternatives:	Not proposed.
Recommendation:	Approve supplemental funding (SA7) in the amount of $72,700 to Hussey Gay Bell (HGB) for Construction Engineering and Inspection (CEI) services during construction phase of the TIA funded Broad Street Improvements Project (PI#0011382). AE / RFP 18-311
Funds are available in the following accounts:	($72,700) 371041110-52.12115 / T15040107-52.12115 – Broad Street Improvements TIA Funds
REVIEWED AND APPROVED BY:	HM/sr

`ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**371-041110-T15040107**
GDOT Number (s):	**RC07-000107** **PI 0011382**
Supplemental Agreement Number:	**7**
Purchase Order Number:	**19ENG752**

WHEREAS, We, **Hussey Gay Bell (HGB).** Consultant, entered into a contract with Augusta-Richmond County on July 31, 2012 for engineering design services associated with the improvements to **Broad Street Improvements**. Project RC07-000107, PI 0011382, File Reference No. 20-014 (T), and

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

For Construction Engineering and Inspection (CEI) services during construction phase.

It is agreed that as a result of the above-described modifications the contract amount is increased by **$72,700.00** from **$3,382,185.09** to a new total of **$3,454,885.09.**

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

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

RECOMMEND FOR APPROVAL:
CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Hussey Gay Bell (HGB).

_____ _____

Garnett L. Johnson
Approved Date: _____

Approved: Date:
[ATTACHED CORPORATE SEAL]
ATTEST:

ATTEST:

_____ _____

Title:

_____

Title: _____

(SA – For changes greater than $25,000)

September 2026

Barge Design Solutions, Inc. (Barge) will provide the following scope of services as Amendment #4 for Hussey, Gay, Bell, and Deyoung, Inc. (Client) for the HGB Augusta Broad Street CA Services, in accordance with the Professional Services Agreement (Agreement) dated June 3, 2019. The scope of work is presented in the following elements:

I. Project Description
II. Scope of Services
III. Project Schedule
IV. Compensation

I. Project Description

This amendment describes additional services to include additional site visits for the James Brown Linear Park project and landscape plan revisions as requested by the City of Augusta.

II. Scope of Services

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff, coordinate with Client, and submit monthly invoices with updated schedules and budgets as applicable.

Task 1 – Additional Site Visits

Barge will conduct additional site visits for the James Brown Linear Park as requested by the City of Augusta. As discussed with the Client, Barge will be available for up to two visits per month for eight months, or up to 16 site visits. Visits are anticipated to begin in July 2026 and continue through February 2027.

Additional Services

Additional site visits beyond those described above can be provided with a corresponding Amendment.

Assumptions and Exclusions:

- A site visit is defined as one 8-hour day plus travel time and time to draft a site visit report.
- Expenses are not included and will be billed per the Agreement.

Task 2 – Landscape and Hardscape Revisions

Barge will revise the landscape plans for plantings within the medians of the James Brown Linear Park from 13th Street to 15th Street. Plantings will be revised from sod to shrubs and groundcover. Barge will also provide a revised irrigation design for the change in materials.

Barge will also revise the hardscape and landscape plans to account for the as-built locations of the light poles.

Assumptions and Exclusions:

- Barge assumes one round of Client comments and revisions based on the revised plans

Deliverables:

- Revised landscape and hardscape plans in pdf format
- Revised irrigation plans in pdf format

Task 3 – Memorial Paver Layout Revisions

Barge will revise the paver layout surrounding the Confederate Memorial per correspondence with the Client on 6/18/2026.

Assumptions and Exclusions:

- Barge assumes one round of Client comments and revisions based on the revised plans

Deliverables:

- Revised hardscape plan 38-063 in pdf format

III. Project Schedule

Barge will make every effort to meet the Client's schedule for this project. The project schedule does not reflect inclement weather or work stoppage beyond the control of Barge.

Tasks	Duration
1. Task 1 – Additional Site Visits	8 months
2. Task 2 – Landscape and Hardscape Revisions	3-4 weeks
3. Task 3 – Memorial Paver Layout Revisions	3-4 weeks

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

IV. Compensation

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. Client agrees to pay Barge a Lump Sum Fee of $40,700 to complete the scope of work as defined above for Tasks 2 and 3 which will be billed monthly based on percent of work completed to date. For Task 1 defined above, Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit K Amendment #4. The Not to Exceed cost to complete for this task is estimated to be $32,000. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Task 1 – Additional Site Visits	Hourly Not To Exceed	$32,000
B. Task 2 – Landscape and Hardscape Revisions	Lump Sum	$31,500
C. Task 3 – Memorial Paver Layout Revisions	Lump Sum	$9,200
TOTAL		$72,700

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Greene Street-Part 2 (13th to 5th Street)

GDOT PI# 0021263

Bid: 26-184

File Reference: 26 – 014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the award of the Construction Contract for the Greene Street – Part 2 (5th Street to 13th Street) Improvements Project (PI No. 0021263) to Summit Construction & Development, LLC (Summit) in the amount of $6,592,429.25, subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to execution of PI# 0021263 Construction Contract by the GDOT & Augusta, Georgia. AE / Bid 26-184

Background: Greene Street Improvements is a project from the "Approved Investment List" of TIA1. Project improvements were constructed in two parts. Part 1 is the road Segment between 5th Street to East Boundary. Part 2 is a road segment between 13th Street to 5th Street. Part 1 improvements substantially completed, and the project is ready to be transitioned to Part2 improvements construction. Due to construction funds constraints, Part 2 improvements are limited to reconstructing curb & gutter & associated drainage improvements, and resurfacing. The Greene Street-Part2 (PI0021263) is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project construction is partially paid by FHAW federal funds as cost sharing project (80/20).

Analysis: Bids received on October 26, 2026, and were evaluated based on criteria outlined in Bid document. Summit being the low responsible Bidder. Following contractors submitted proposal.

1. E R Snell Contractor, Inc. $8,645,920.80
2. Reeves Construction Co. $9,649,286.00
3. JHC Corporation $7,989,732.10
4. Summit Construction & Development LLC $6,592,429.25

Financial Impact:	Funds are available in the amount of $6,592,429.25 (Federal: $5,273,943.40, Engineering SPLOST8-Resurfacing: $1,318,485.85)
Alternatives:	Do not approve and abandon the project.
Recommendation:	Approve the award of the Construction Contract for the Greene Street – Part 2 (5th Street to 13th Street) Improvements Project (PI No. 0021263) to Summit Construction & Development, LLC (Summit) in the amount of $6,592,429.25, subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to execution of PI# 0021263 Construction Contract by the GDOT & Augusta, Georgia. AE / Bid 26-184
Funds are available in the following accounts:	$6,592,429.25 ($5,273,943.40) – 340041110-54.14110 – TIP Funds ($1,318,485.85) – 330041110-54.14110 – SPLOST 8 Resurfacing funds
REVIEWED AND APPROVED BY:	HM/sr

Invitation to Bid

Bid Item **#26-184 Greene Street Improvement Project (5th Street to 13th Street)** for Augusta -Engineering and Environmental Services Department.

Sealed bids will be received until Wednesday, October 21, 2026, at 3:00 p.m**.** Bid openings are open to the public in the Augusta Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901, and via Teams: Meeting ID: Meeting ID: 295 969 969 232 114 Passcode: CR93N3Zr.



26-184_ITB.docx

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

Bid documents may examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706)821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of **$175.00** for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706)722-6488 beginning Thursday, September 10, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A mandatory Pre-Bid Conference will be held on Monday, October 12, 2026 @ 10:00 a.m. via teams Meeting ID: 232 407 268 1116 Passcode: t9fu2Qz3

All Bidder's questions, request for clarifications, or interpretations must be submitted in writing by emailing procbidandcontract@augustaga.gov on or before Tuesday 13, 2026, by 5:00 P.M.

All bids must be received by mail, courier or hand delivered to the Procurement Department,

Attn: Nancy Williams
535 Telfair Street - Suite 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

A 5% Bid bond is required to be submitted along with the bidders' qualifications. Performance and Payment Bonds are required at 100% of the Awarded Amount.

The City of Augusta in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,. Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifiers all bidders that it will affirmatively ensure that in an contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, sex or nation origin in consideration for an award.

Bidders are cautioned that obtaining Bid documents through any source other than the Procurement Department is not advisable, as documents from unauthorized sources places the bidder at risk of

receiving incomplete or inaccurate information.

Publish: Augusta Chronicle September 18, 25, October 2, 9, 2026

ITB #26-184 Greene Steet Improvement Project
(5th Street to 13th Street)
for Augusta-Richmond County Engineering and
Environmental Services Department
ITB Date: Monday,October 26, 2026 @ 3:00 p.m.

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 463
Georgia Procurement Registry: 1914
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Exhibit A, B, C	Addendum 1-3	Bid Bond	Original 1 Copy	Base Bid Total
JHC Corporation 15 Fresh Bru Dr. Newnan, GA 30263	YES	YES	YES	YES	$7,989,732.10
Summit Construction & Development LLC 6991 Peachtree Industrial Blvd, Bldg. 700 Peachtree Corners, GA 30092	YES	YES	YES	YES	$6,592,429.25
ER Snell 1785 Oak Road Snellville, GA 30078	YES	YES	YES	YES	$8,645,920.80
Reeves Construction Co. 1 APAC Industieral Way Augusta, GA 30907	YES	YES	YES	YES	$9,649,286.00

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Andy Penick, Procurement Director

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

DATE: November 9, 2026

SUBJECT: Greene Street-Part 2 Improvements Project
For Augusta, GA -Engineering Department
GDOT PI# 0021263
Bid: 26-184
File Reference: 26-014(A)

It is recommendation of Augusta Engineering to award Bid 26-184 (Greene Street-Part2 Improvements Project/PI# 0021263) to the lowest qualified bidder, Summit Construction & Development, LLC (Summit). Contract award will be contingent upon The Summit submitting all required documents such as bid bonds, insurance documents. Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval.

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

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, AE Associate Director-Construction & Program Delivery
Program File

Augusta GEORGIA

ORIGINAL

FEDERAL PROJECT

Invitation to Bid #26-184

September 18, 2026

Greene Street Improvements Project (5th Street to 13th street)

For

Augusta, Georgia
Augusta Engineering and
Environmental Services Department

Bid Due: Wednesday, October 21, 2026 @ 3:00 p.m.

One Original and One Electronic Version of Bid Submittal shall be submitted on a USB Drive

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

Augusta GEORGIA

Procurement Department

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

ITB ITEM #26-184
Greene Street Improvements Project
for Engineering & Environmental Services Department
ADDENDUM #001
Clarifications to the Specifications and Response to Vendor's Questions

TO: All Bidders

CC: Tywanna Scott, Procurement Issuing Officer
Dr. Hameed Malik, Engineering Department

FROM: Andy Penick, Procurement Director

DATE: Wednesday, October 14, 2026

ITB DUE: Thursday, October 22, 2026, at 3:00 p.m.

This Addendum #001 Answers to Bidder's Questions shall form a part of the referenced ITB item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the ITB Solicitation Document. Questions and Answers listed below;

Clarifications to the Specifications:

When you are instructed to **ADD, DELETE,** or **MAKE CHANGES** to **a BID ITEM PAGE OR PAGES,** these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

Changes to other pages:

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETE"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF**, you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

Project Manual Changes/Clarifications:

1. **Delete GC.92 LOCAL SMALL BUSINESS paragraph located on page GC. 50 of 65 and replace it with GC.92 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, as shown herein.**

Response to Questions:

1. Question: There is a conflict with structure D45 interfering with an existing utility box. Can the plans please be revised to avoid this conflict?
   Response: If this question refers to the existing sanitary sewer line see sheet 24-0005, D-45 is proposed as a conflict box. If this question is referring to the existing storm manholes see removal callouts on sheet 13-0005.

2. Question: For structures D45 and D13, there is a 12" PVC SS running through the box. The contractor is going to need to split the 16/18" casing to install around it and weld it back together. What size casing will be required? Is the contractor required to install casing spacers? How will this work be paid for?
   Response: See Pay Item 660-3900 on 06-0001, detail sheet 24-0027, as well as special provision section 660.

3. Question: There are multiple areas of sidewalks and trees that are not called out to be removed and are going to be an issue avoiding without damaging them. Please revise plans to include removal of all existing sidewalks/C&G/trees in conflict with the proposed work.
   Response: See general note 23. Tree removal has an individual pay item.

4. Question: Is There are multiple small electrical line conflicts against the median curb where the proposed boxes are going. Please revise plans to account for these conflicts.
   Response: The contractor is responsible for working around existing streetlight wiring and conduit. Any impacts to City streetlight wiring will be incidental to the project.

5. Question: Who will be responsible for relocating all utility conflicts? If the Contractor is responsible, can pay items be provided?
   Response: Contractor is responsible for Water and Sewer conflicts. Water and sewer pay items are provided.

6. Question: Can cross sections be added to the plan set to verify finish grades?
   Response: Cross sections will not be provided as this project is primarily drainage upgrades that retain the existing grades, a mill and inlay is proposed. Existing survey can be provided to the awarded contractor.

7. Question: Can a detail of the new header curb be provided? Will GAB be

Response: See detail sheet 38-0001. GAB is required under curb.

8. Question: What is the foundation backfill material TP II setup for? Will all storm pipes get TP II backfill? To what depth?
   Response: See AED General Condition 26 regarding the use of TP II foundation backfill. Additional quantity provided can be used at the engineer's approval for schedule and traffic control benefits (i.e. minimizing road closures).

9. Question: What is class A concrete pay item set up for?
   Response: Class A concrete is intended for miscellaneous needs that arise during construction. This item is to be used "As Directed" or with approval of the engineer/owner.

10. Question: Will any and all required clearing be paid for in grading complete or item #15 treen removal per EA?
    Response: See note 10 on sheet 04-0001. Only tree removal is included under item #15.

11. Question: Will any required lowering and raising of existing manholes, water meters, valve boxes, etc. be paid for in pay item?
    Response: Yes, these pay items are included in the Utility section of the quantity table and bid tabs. All manholes adjusted or new shall have a 1' wide concrete ring around the frame and cover.

12. Question: Can traffic run on milled surfaces at any time? If yes, for how long?
    Response: Per Special Provision 150.6, milled surfaces must be covered within three calendar days.

13. Question: Does this bid have any DBE or Local Small Business goals?
    Response: No.

14. Question: Will the GDOT liquid AC index apply?
    Response: No.

15. Question: Drawing 38-0002 shows a wayfinding sign foundation detail. Where does this apply within the project limits and how will this be paid for?
    Response: See note 4 on sheet 38-0002, pay item is provided. See sheets 13-0001 and 13-0008.

16. Question: The General Conditions put pavement, sidewalk and curb removal and replacement over pipe trenches in the pipe price, and the plan notes put curb, sidewalk and driveway restoration and the transition curb and gutter at each inlet in the structure price. Can the City agree to pay for any new sidewalk, curb and pavement replacement in the corresponding pay items? If not, it will inflate the pipe and structure pricing tremendously.
Response: Where header curb and sidewalk are noted to be replaced or reset will use the dedicated line items. Where the impacts are from pipe/drainage installation they are incidental to the drainage pay items.

17. Question: Norfolk Southern crossing at 6th Street:

    a. Who obtains the right of entry? Contractor
    b. Who pays the railroad flagging? A force account will be created for flagging and used with owner approval.
    c. What railroad protective insurance limits apply? Contractor to verify insurance requirements with Norfolk Southern, reference Norfolk Southern Public Projects Manual. All bonds and insurance are to be included in grading completely.
    d. Is an engineered Zone 1 shoring design required for structure G-00 (14.70 ft from the track centerline)? No railroad special provision is in the spec book. Ref: Plan sheets 04-0001 note 21, 04-0004, 22-0013; Special Provision 107.08 Shoring required per "E. Norfolk Southern - Special provisions for Protection of Railway Interests" located inside Norfolk Southern Public Projects Manual.

Response: a. Contractor

b. used with owner approval.

c. Contractor to verify insurance requirements with Norfolk Southern, reference Norfolk Southern Public Projects Manual. All bonds and insurance are to be included in grading completely.

d. No railroad special provision is in the spec book. Ref: Plan sheets 04-0001 note 21, 04-0004, 22-0013; Special Provision 107.08 Shoring required per "E. Norfolk Southern - Special provisions for Protection of Railway Interests" located inside Norfolk Southern Public Projects Manual.

18. Question: Plan sheet 06-0010 prints a TOTAL of 8 for 668-3300 Sanitary Sewer Manhole, TP 1 (Greene Street 1, As Directed 0); the bid form and sheet 06-0001 say 1. Which is right? Ref: Plan sheet 06-0010; bid item 66
Response: The correct quantity for bid item 66 is 1 EA.

19. Question: The drainage tables on sheets 06-0004 to 06-0008 are headed with a 550-1150 15 in. storm pipe column and a 611-3010 Reconstruct Drop Inlet column (1 EA, structure B-14) and call the pipe 'H 1-10'; the bid form has no 15 in. pipe, no reconstruct drop inlet and calls the pipe Class III. Is any 15 in. pipe required, how is the reconstructed drop inlet paid, and is the pipe Class III RCP? Ref: Plan sheets 06-0003 to 06-0008; bid items 18 to 20, 23

Response: No 15" pipe is required. Drop inlets will be paid for 668-2100. Pipe will be Class III RCP.

20. Question: Item 21, 550-9000 Video Inspection, 1,580 LF: which pipe runs are inspected (7,893 LF of new pipe is on the form) and to what standard?
Response: 20% of the total length of new pipe will be video inspection. Specific pipe runs to be inspected will be directed by the engineer. See GDOT Standard Specification Section 550, and GDT 136 for video inspection requirements.

21. Question: Sewer conflict adjustments (items 62 to 65) and item 25 PVC sewer pipe, various sizes: no payment article is in the spec book. Please confirm the unit price is to include fittings, tie-ins and bypass pumping, that ductile iron sewer pipe is Protecto 401 lined, and what sizes item 25 and the laterals should be priced at. Ref: Bid items 25, 62 to 65; AUD Measurement and Payment S-3; plan sheet 24-0027
Response: Unit price is to include fittings, tie-ins, and bypass pumping.

22. Question: Items 76 and 77 insertion valves, item 34-yard drain inlets and item 22 underdrain are 'as directed' with no detail or location. Is there a product, size or detail to price? Ref: Bid items 22, 34, 76, 77; plan sheet 06-0010
Response: Items 76 and 77 indicate sizes, and products shall be in accordance with AUD details and specifications. Pipe size for item 22 is noted, and products shall be in accordance with GDOT Standard Specifications.

23. Question: Have any addenda been issued yet?
Response: No addenda has been issued.

24. Question: Is there a geotechnical report or groundwater information for the storm trench depths? Ref: Instructions to Bidders IB-03; General Conditions GC-51
Response: No geotechnical report is available.

25. Question: How will unsuitable materials be paid for?
Response: Foundation backfill TP II will be used for pipe bedding where unsuitable materials are found with per owners' approval.

26. Question: General note #22 mentions resetting historic monuments. Which ones need resetting and how will this work be paid for?
Response: Any monuments or plaques that will potentially be impacted by construction activities shall be moved for protection and reset and cleaned after construction activities are completed. This work is considered incidental to the project, and no separate payment will be made.

27. Question: Will any and all disturbed areas get sod?
Response: Yes

28. Question: What are the lane closure restrictions? Will the Contractor be allowed to close and detour blocks at a time? If so, how long?
Response: No complete road closures will be allowed. Single lane closures will be coordinated with the City of Augusta and GDOT.

29. Question: Is night work allowed for this project?
Response: The allowable work hours are stated in the 150.6 Special Provision.

30. Question: Will any trees/landscaping removed need to be replaced? If so, how will this work be paid for?
Response: Trees impacted by the construction will not be replaced.

31. Question: How will the reset of header curb be paid for?
Response: Reset header curb will be paid for with the "reset granite curb" line item.

32. Question: Where is the underdrain pipe 6 inches proposed to be located?
Response: This will be placed at the direction of the engineer as needed.

33. Question: To accurately price item #25, sewer pipe sizes need to be known. Please clarify.
Response: This pay item will cover various pipe sizes, up to 12".

34. Question: Can signal plans be provided showing details on the reset traffic signal equipment items?
Response: Signal plans will not be provided.

35. Question: Could you please provide the trench cap detail applicable at utility crossings and storm drain crossings for this project?
Response: Trench cap shall be constructed per GDOT Standard 140.

36. Question: Please clarify whether the Contractor is responsible for railroad flagging, railroad permits and insurance requirements, and any other railroad-related costs associated with the railroad crossing work.
Response: A force account will be created for flagging and used with owner approval. Contractor to verify insurance requirements with Norfolk Southern, reference Norfolk Southern Public Projects Manual. All bonds and insurance are to be included in grading complete

37. Question: Is the Contractor responsible for arranging and paying for all required material testing and inspection services, or will these services be provided by the City?
Response: Owner will be responsible, required material testing and inspection for the acceptance, Project QA/QC is contractors' responsibility incidental to the project.

38. Question: What is the anticipated start date?
Response: Assume, 1st quarter of 2027

39. Question: Request that contract duration be changed to 730 days.
Response: The contract duration is changed to 450 Calendar days.

40. Question: What brand of insertion valves are required?
Response: It should be per AUD standard and qualified product list.

41. Question: Please provide a transcript of the Prebid meeting.
Response: Please reach out to Procurement.

42. Question: Please provide the Teams Meeting Attendance Report in Excel or csv format.
Response: Please reach out to Procurement.

43. Question: I have a quick question that my Estimating Team wanted me to ask about this project; Are all utilities that are to be relocated by others already relocated?
Response: Assume, no. it has been coordinated during preconstruction phase, contractor is responsible for coordinating with utilities companies during construction.

Please acknowledge addendum in your submittal

Andy Perrick, Director

END ADDENDUM

ATTACHMENTS:

BID PROPOSAL	**(6 PAGES)**
GENERAL CONIDITIONS	**(1 PAGE)**

GC 92. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov . In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov . If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821- 2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

Augusta GEORGIA

Procurement Department

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

ITB ITEM #26-184
Greene Street Improvements Project
(5th Street to 13th Street)
ADDENDUM #002
DUE DATE CLARIFICAION & CLARIFICATIONS TO BIDDERS QUESTIONS

TO: All Bidders

CC: Tywanna Scott, Procurement Issuing Officer
Dr. Hameed Malik, Engineering Department

FROM: Andy Penick, Procurement Director

DATE: Friday, October 16, 2026

ITB DATE DUE: **Thursday, October 22, 2026, at 3:00 p.m.**

This Addendum #002 Date Update and Clarifications to Bidder's Questions shall form a part of the referenced ITB item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the ITB Solicitation Document.

Whereas ITB #26-184 originally listed Wednesday, October 21, 2026, as the Due Date, and, Addendum #001 changed the Due Date to Thursday, October 22, 2026, at 3:00 p.m.. To clarify, the Due Date is Thursday, October 22, 2026, at 3:00 p.m.

Clarification to Bidder's Questions and Answers listed below;

1. Question: Answer to Question #16: The pay items for curb and sidewalk replacement are already accounting for areas where they are in conflict with pipe/drainage installation. Why would Augusta not agree to pay for all impacts from pipe/drainage installation in the corresponding pay items, which is why they are provided in the first place? Can all curbs and sidewalk that needs to be replaced for storm/drainage installation be paid for in the corresponding pay items? We understand removal of these items will be incidental and carried in grading complete, but the replacement should be paid in the unit price pay items.
   Response: Augusta agrees. All curb and sidewalk replacement required for storm and drainage installation will be paid under the corresponding unit price pay items. Removal of curb and sidewalk remains incidental and included in Grading Complete.

2. Question: Answer to Question #17: The Contractor needs more information on the railroad crossing at 6th Street to get an accurate in railroad protective insurance quote. Limits, number of trains per day, type of trains, etc. The NFS Public Projects Manual does not provided this specific information. Please provide. Additionally, will the City of Augusta handle obtaining the right of entry agreement? Typically, the owner handles that.
   Response: Railroad Protective Liability Insurance and railroad flagging will be paid through the Railroad Flagger Force Account pay item reimbursed at actual cost with paid invoices. The Contractor is responsible for executing Norfolk Southern's Contractor Right of Entry Agreement.
3. Question: Answer to Question #28: No complete roads closures will be allowed, however, drawing 20-0001 shows block closures are allowed. Please clarify if blocks can be closed off one at a time to complete the pipe installation work? If so, for how long can a block be closed and detoured?
   Response: Block closures are permitted one block at a time for pipe installation, as shown on Drawing 20-0001. Closures shall be kept to the minimum duration necessary, and each closure and detour must be approved by the Engineer in advance. Access to driveways and businesses shall be maintained at all times.
4. Question: Answer to Question #40: Question about the valves and the engineer did not provide enough information to answer the questions. There are 2 different styles of insertion valves that can be used one is more similar to a M.J. hardbody tapping sleeve and the other is similar to a stainless-steel wrap around tapping sleeve. AUD requires taps made to use a hard body sleeve, but they don't specifically call out any kind of information on the insertion valve. Please provide more information because depending upon the quantity installed there will be a significant price difference.
   Response: Insertion valves shall be the [ductile iron hard-body / mechanical joint style], consistent with Augusta Utilities Department tapping sleeve requirements. Stainless steel wraparound style insertion valves are not acceptable. Valves shall be rated for required working pressure of 250 psi and be compatible with the existing pipe material at each location.
5. Question: Addendum #1 page 1 shows ITB Due Thursday, October 22, 2026 at 3 PM. Is this an official bid date and time change since the original proposal showed bid due Wednesday, October 21, 2026, at 3 PM. Please clarify. It would be ideal for both Greene Street and 15th Street bids to be due on the same day Thursday, October 22, at 3 P.M.
   Response: Thursday, October 22, 2026, 3:00 p.m.
6. Question: Due to these questions and clarifications needed to submit an accurate bid, can Augusta consider extending the bid due for this project by 1 week?
   Response: No

Please acknowledge this addendum on Exhibit A in your bid submittal

Andy Penick

Andy Penick, Director

END ADDENDUM

Augusta GEORGIA

Procurement Department

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

BID ITEM #26-184
Greene Street Improvement Project
(5th Street to 13th Street)
ADDENDUM #003
DATE CHANGE

TO: All Bidders

CC: Tywanna Scott, Procurement Assurance Analyst
Hameed Malik, Augusta Engineering and Environmental Services Department

FROM: Andy Penick, Procurement Director

DATE: Monday, October 19, 2026

BID DUE: Monday, October 26, 2026 at 3:30 p.m.

This Addendum #003 Date Change shall form a part of the referenced BID item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the BID Solicitation Document. Questions and Answers are listed below;

The BID Opening Date for BID Item #26-184 Greene Street Improvement Project (5th Street to 13th Street) for Augusta, GA – Augusta Engineering and Environmental Services Department:

From: Thursday, October 22, 2026 @ 3:00 p.m.

To: Monday, October 26, 2026 @ 3:30 p.m.

Please acknowledge addendum in your submittal

Andy Penick, Director

END ADDENDUM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.
Summit Construction & Development LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
6991 Peachtree Ind Blvd, Bldg 700

6 City, state, and ZIP code
Peachtree Corners, GA 30092

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 6 - 3 9 5 0 3 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Ruben Bueso Duran, President | **Date** 10/26/2026

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Augusta GEORGIA

NOTICE TO ALL BIDDERS

Exhibit A – Bidders Information, is a consolidated document consisting of:

1. Copy of Business License
2. W-9 Form
3. Acknowledgement of Addenda (if any)
4. Statement of Non-Discrimination
5. Non-Collusion Affidavit of Prime Bidder/Offeror
6. Conflict of Interest Statement

Exhibit B - Contractor Affidavit for E-Verify

Bidder's must provide their E-Verify affidavit along with their bid on the attached form. E-Verify User ID Number must be provided

Exhibit C - Systematic Alien Verification for Entitlements Program

Business License Requirement: Bidder must be licensed in the Governmental entity (state or local) for where they do the majority of their business. The company's business license number must be provided. If your Governmental entity does not require a business license, your company will be required to obtain an Augusta, GA business license if awarded a contract. For further information contact the License and Inspection Department phone number (706) 312-5050.

The successful bidders will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Bidder's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)

Exhibit A

Augusta, Georgia
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Company of Bidder: Summit Construction & Development LLC

Street Address: 6991 Peachtree Industrial Blvd, Bldg. 700,

City, State, Zip Code: Peachtree Corners, GA 30092

Phone: 770-413-0093 Email: contracts@summitcd.com

Where/How did you hear about this solicitation? Website

Instructions:

1. Attach a copy of your Business License Attached
2. Attach your Federal W-9 Form. Attached
3. Provide a copy of your General, or other Contractor License, for the following (If applicable),
   Utility Contractors License # UC302166
   General Contractor License # _____
   Additional Specialty License # GDOT#250355
4. Acknowledgement of Addenda: (#1) ✓ (#2) ✓ (#3) ✓ (#4) ___ (#5) ___ (#6) ___ (#7) ___ (#8) ___
   Check the appropriate box(es)to acknowledge receipt of addenda

Statement of Non-Discrimination

1. The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
2. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.
3. The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
4. The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunity to do business with this Company;
5. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
7. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

1. By submission of a bid, the bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:
   A. The prices in the proposal have been arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
   B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or to any competitor.
   C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud

in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this Bid, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the bidders certifies under penalty of perjury, that to the best of its knowledge and belief:
   A. The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
   B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or competitor.
   C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Ruben Bucio Duran
Signatory Name in Print

President
Signatory's Title

Summit Construction & Development LLC
Company Name

Signature of Authorized Officer or Agent

DATE: 10/26/2026

SUBSCRIBED AND SWORN BEFORE ME ON THIS 26th DAY OF October, 2026.

NOTARY PUBLIC (Seal or Stamp)

My Commission Expires: 08/15/2028

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

Exhibit B

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

357508
Federal Work Authorization User Identification Number

09/14/2010
Date of Authorization

Summit Construction & Development LLC
Name of Contractor

Greene Street Improvements Project
Project Name and Number

Ruben Bucio Duran
Signatory Name in Print

Signature of Authorized Officer or Agent

President
Signatory's Title

10/26/2026
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS 26th DAY OF October, 2026.

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY GEORGIA

NOTARY PUBLIC

My Commission Expires: 08/15/2028

Exhibit C

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid Item #26-184 – Greene Street Improvements Project (5th Street to 13th street)
[ITB Project Number and Project Name]

Ruben Bucio Duran
Print name of person applying on behalf of individual, business, corporation, partnership, or other private entity

Summit Construction & Development LLC
[Print/Type: Name of business, corporation, partnership, or other private entity]

1. ✓ I am a citizen of the United States.
2. _____ I am a legal permanent resident 18 years of age or older.
3. _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Ruben Bucio Duran
Printed Name

N/A
*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26TH DAY OF October, 2026

Notary Public

My Commission Expires: 08/15/2028 NOTARY SEAL

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Augusta
GEORGIA

TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with RFB-26-184 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Summit Construction & Development LLC are marked confidential pursuant to O.C.G.A. § 10-1-761(4): N/A

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret) N/A
- Additional trade secret information requested to be withheld N/A
- Your company is requested to send a redacted copy of your submittal. N/A

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to $1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

Ruben Bucio Duran — Summit Construction & Development LLC

[Signatory Name in Print] — [Signatory's Title] [Company Name]

President — Date: 10/26/2026

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this 26th day of October, 20 26

Notary Public

My Commission Expires: 08/15/2028

NOTARY SEAL

JUAN HUERTA ARREDONDO NOTARY PUBLIC CLAYTON COUNTY GEORGIA

RETURN FORM ONLY IF APPLICABLE.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Summit Construction and Development, LLC
6991 Peachtree Industrial Blvd, Bldg 700
Peachtree Corners, GA 30092

SURETY:
(Name, legal status and principal place of business)

Ascot Surety & Casualty Company
P.O. Box 2240
Ridgeland, MS 39158

OWNER:
(Name, legal status and address)

City of Augusta, GA
535 Telfair St., Ste 605
Augusta, GA 30901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

#26-184 Greene St. Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of October, 2026.

Sathvik Jr

(Witness) Sathvik Reddy Suragi Witness.

(Witness) Halli Cotignola

Summit Construction and Development, LLC
(Principal) *(Seal)*

By:
(Title) Ruben Bucio Duran President

Ascot Surety & Casualty Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz, Attorney-in-Fact

Ascot Surety & Casualty C
Ascot Insurance C
1020 Highland Colony Parkway, [illegible]
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Brett Rosenhaus, Charles Nielson, Charles Nielson, Jr., Christian Collins, Dale Bellis, Devin Phillips, Donald Bramlage, Eduardo Menendez, Ian Nipper, Jarrett Merlucci, Jessica Reno, Joseph Nielson, Kevin Wojtowicz, Matthew Smith, Michael Megahan, Michael Moyer, Robert Benson, Robert Bond, Shawn Burton, Taylor Rosenhaus, and William Parker

of Miami Lakes, FL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:
RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;
RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 21st day of October, 2026.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

AUGUSTA ENGINEERING DEPARTMENT
Greene Street Improvement Project
PI#0021263

SECTION 3: BID PROPOSAL

Date: 10/26/2026

Gentlemen:

In compliance with your invitation for bids dated October 26th, 2026, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

ITB 26-184 Greene St Improvement Project
(5th Street to 13th street)
PI#0021263

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Six Million Five Hundred Ninety-Two Thousand Four Hundred Twenty-Nine **DOLLARS**

($ 6,592,429.25) Dollars and Twenty-Five Cents

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within **10** calendar days after the date of written notice to proceed, and that he will complete all work within **450** calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Addendum Date:	Addendum No:	Date:
01	10/14/2026	03	10/19/2026
02	10/16/2026		

Respectfully submitted:

Summit Construction & Development LLC

(Name of the Firm)

6991 Peachtree Industrial Blvd, Bldg. 700,
Peachtree Corners, GA 30092

(Business Address)

By: _____

Ruben Bucio Duran

Title: President

SUMMIT CONSTRUCTION AND DEVELOPMENT LLC SEAL 2007 GEORGIA

AUGUSTA ENGINEERING DEPARTMENT
Greene Street Improvement Project
PI#0021263

ITEM No.	SPEC No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
			ROADWAY			
0	000-1000	FORCE ACCOUNT	1	LS	$ 500,000.00	$ 500,000.00
	000-0000	Railroad Flaggers Force Account	1	LS	$75,000	$75,000
1	150-1000	TRAFFIC CONTROL - 0021263	1	LS	$380,000.00	$380,000.00
2	210-0100	GRADING COMPLETE - 0021263	1	LS	$1,350,000.00	$1,350,000.00
3	207-0203	FOUND BKFILL MATL, TP II	4500	CY	$110.00	$495,000.00
4	310-1101	GR AGGR BASE CRS, INCL MATL	270	TN	$45.00	$12,150.00
5	402-1801	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	100	TN	$160.00	$16,000.00
6	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	200	TN	$140.00	$28,000.00
7	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3873	TN	$125.00	$484,125.00
8	413-0750	TACK COAT	2347	GL	$8.50	$19,949.50
9	432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	46949	SY	$3.00	$140,847.00
10	441-0104	CONC SIDEWALK, 4 IN	472	SY	$54.00	$25,488.00
11	500-3101	CLASS A CONCRETE	30	CY	$600.00	$18,000.00
12	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	115	CY	$400.00	$46,000.00
13	437-1300	STRAIGHT GRANITE CURB, 5 IN X 16 IN, TP A	2835	LF	$48.00	$136,080.00
14	611-5280	RESET GRANITE CURB	2835	LF	$37.00	$104,895.00
15	201-1501	TREE REMOVAL	40	EA	$1,200.00	$48,000.00
16	900-0039	BRICK PAVERS	700	SF	$32.00	$22,400.00
17	900-0040	BRICK PAVERS RESET	700	SF	$18.00	$12,600.00
		SUBTOTAL				$3,914,534.50
			DRAINAGE			
18	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	3334	LF	$85.00	$283,390.00
19	550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	2989	LF	$120.00	$358,680.00
20	550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	1570	LF	$160.00	$251,200.00
21	550-9000	VIDEO INSPECTON	1580	LF	$10.00	$15,800.00
22	573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	200	LF	$25.00	$5,000.00
23	611-3000	RECONSTR CATCH BASIN, GROUP 1	10	EA	$3,650.00	$36,500.00
24	600-0001	FLOWABLE FILL	86	CY	$350.00	$30,100.00
25	660-0001	SEWER PIPE, VARIOUS SIZES, PVC (AS	50	LF	$350.00	$17,500.00

		DIRECTED)				
26	668-1100	CATCH BASIN, GP 1	98	EA	$3,850.00	$377,300.00
27	668-1110	CATCH BASIN, GP 1, ADDL DEPTH	5	LF	$10.00	$50.00
28	668-1200	CATCH BASIN, GP 2	1	EA	$3,850.00	$3,850.00
29	668-1210	CATCH BASIN, GP 2, ADDL DEPTH	5	LF	$10.00	$50.00
30	668-2100	DROP INLET, GP 1	13	EA	$4,950.00	$64,350.00
31	668-4300	STORM SEWER MANHOLE, TP 1	53	EA	$5,300.00	$280,900.00
32	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	10	LF	$10.00	$100.00
33	668-4301	STORM SEWER MANHOLE, TP1, UTILITY CONFLICT BOX	2	EA	$5,500.00	$11,000.00
34	668-7001	YARD DRAIN INLET, VARIOUS SIZES (AS DIRECTED)	5	EA	$4,000.00	$20,000.00
		SUBTOTAL				$1,755,770.00
		SIGNING, MARKING AND SIGNAL				
35	611-5360	RESET HIGHWAY SIGN	10	EA	$100.00	$1,000.00
36	150-0008	REMOVE AND RESET EXISTING SPCL GUIDE SIGN, GROUND MOUNTED, COMPLETE-IN-PLACE	2	EA	$550.00	$1,100.00
37	653-0095	THERMOPLACTIC PVMT MARKING, HANDICAP SYMBOL	18	EA	$475.00	$8,550.00
38	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	4	EA	$950.00	$3,800.00
39	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	30	EA	$125.00	$3,750.00
40	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP1	14	EA	$250.00	$3,500.00
41	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	460	LF	$12.50	$5,750.00
42	653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	3475	LF	$0.65	$2,258.75
43	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	10432	LF	$2.85	$29,731.20
44	653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	8580	GLF	$0.65	$5,577.00
45	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	455	SY	$6.00	$2,730.00
46	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	150	SY	$6.00	$900.00

AUGUSTA ENGINEERING DEPARTMENT
Greene Street Improvement Project
PI#0021263

		SUBTOTAL				$68,646.95
			EROSION CONTROL			
47	700-9300	SOD	300.0	SY	$13.50	$4,050.00
48	163-0240	MULCH	1	TN	$494.00	$494.00
49	163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	300	LF	$30.00	$9,000.00
50	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	1600	LF	$0.93	$1,488.00
51	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	108	EA	$80.00	$8,640.00
52	171-0010	TEMPORARY SILT FENCE, TYPE A	1600	LF	$2.50	$4,000.00
53	700-7000	AGRICULTURAL LIME	2	TN	$575.00	$1,150.00
54	700-8000	FERTILIZER MIXED GRADE	0.4	TN	$1,092.00	$436.80
		SUBTOTAL				$29,258.80
			UTILITY			
55	611-5480	RESET LIGHT POLE (AS DIRECTED)	7	EA	$1,200.00	$8,400.00
56	611-8050	ADJUST MANHOLE TO GRADE	10	EA	$2,000.00	$20,000.00
57	611-8120	ADJUST WATER METER BOX TO GRADE	8	EA	$1,050.00	$8,400.00
58	611-8140	ADJUST WATER VALVE BOX TO GRADE	4	EA	$1,050.00	$4,200.00
59	647-1000	RESET TRAFFIC SIGNAL EQUIPMENT (8TH STREET INTERSECTION)	1	LS	$64,000.00	$64,000.00
60	647-1000	RESET TRAFFIC SIGNAL EQUIPMENT (9TH STREET INTERSECTION)	1	LS	$64,000.00	$64,000.00
61	647-1000	RESET TRAFFIC SIGNAL EQUIPMENT (10TH STREET INTERSECTION)	1	LS	$64,000.00	$64,000.00
62	660-1625	UTILITY CONFLICT ADJUSTMENT - SEWER MAIN, DUCTIL IRON, 8 IN	10	LF	$260.00	$2,600.00
63	660-1635	UTILITY CONFLICT ADJUSTMENT - SEWER MAIN, DUCTIL IRON, 12 IN	60	LF	$300.00	$18,000.00
64	660-1650	UTILITY CONFLICT ADJUSTMENT - SEWER MAIN, DUCTILE IRON, 24 IN	124	LF	$300.00	$37,200.00
65	660-2050	UTILITY CONFLICT ADJUSTMENT - SEWER LATERAL (ALL SIZES)	500	LF	$55.00	$27,500.00
66	668-3300	SAN SEWER MANHOLE, TP 1	1	EA	$7,000.00	$7,000.00

AUGUSTA ENGINEERING DEPARTMENT
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67	660-3900	STEEL CASING, 16 IN	16	LF	$191.00	$3,056.00
68	670-1010	WATER MAIN - CONFLICT ADJUSTMENT, 16 IN, DIP RESTRAINED JOINT	20	LF	$268.00	$5,360.00
69	670-1011	WATER MAIN - CONFLICT ADJUSTMENT, 12 IN, DIP RESTRAINED JOINT	200	LF	$238.00	$47,600.00
70	670-1012	WATER MAIN - CONFLICT ADJUSTMENT, 6 IN, DIP RESTRAINED JOINT	760	LF	$106.00	$80,560.00
71	670-2160	GATE VALVE, 16 IN	2	EA	$16,500.00	$33,000.00
72	670-2120	GATE VALVE, 12 IN	10	EA	$6,607.00	$66,070.00
73	670-2060	GATE VALVE, 6 IN	14	EA	$2,750.00	$38,500.00
74	670-2040	GATE VALVE, 4 IN	10	EA	$2,430.00	$24,300.00
75	670-2020	GATE VALVE, 2 IN	2	EA	$1,750.00	$3,500.00
76	670-2506	INSERTION VALVE, 6 IN (AS DIRECTED)	2	EA	$18,000.00	$36,000.00
77	670-2512	INSERTION VALVE, 12 IN (AS DIRECTED)	2	EA	$21,000.00	$42,000.00
78	670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	1	EA	$6,850.00	$6,850.00
79	670-3126	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 6 IN	2	EA	$12,164.00	$24,328.00
80	670-4000	FIRE HYDRANT ASSEMBLY, INCL ALL APPURTENANCES	2	EA	$11,092.00	$22,184.00
81	670-5000	WATER SERVICE - CONFLICT ADJUSTMENT, 1 IN	250	LF	$60.00	$15,000.00
82	670-5001	WATER SERVICE - CONFLICT ADJUSTMENT, 2 IN	250	LF	$57.00	$14,250.00
83	670-5040	WATER SERVICE - CONFLICT ADJUSTMENT, 4 IN	200	LF	$89.00	$17,800.00
84	670-9730	RELOCATE EXIST WATER METER, INCL BOX	21	EA	$681.00	$14,301.00
85	670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	3	EA	$1,420.00	$4,260.00
			SUBTOTAL		$824,219.00	
			GRAND TOTAL		$6,592,429.25	

GRAND TOTAL

Six Million Five Hundred Ninety-Two Thousand Four Hundred Twenty-Nine Dollars and Twenty-Five Cents

_____DOLLARS

***GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

*****LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**

Summit Construction and Development 10/26/2026 11:
26-190 Greene St Improvements- Augusta

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-ment	Sub-Contract	Total
*** 3	150-1000 TRAFFIC CONTROL - 0021263				Takeoff:		1.00 LS		Bid:		1.00 LS
150-1000-A01	Traffic Barrel	120.00	EA	STD	40 8.00	538		6,000			6,538
Mh: 19.20	Shifts: 1.2	Mh/Un: 0.1600		Un/Sh:	100.0000	4.48		50.00			54.48
150-1000-A10	Advance warning signs	36.00	EA	STD	40 8.00	1,009				12,600	13,609
Mh: 36.00	Shifts: 2.3	Mh/Un: 1.0000		Un/Sh:	16.0000	28.02				350.00	378.02
150-1000-B03	Flagging	1,080.00	HR	STD	40 8.00	79,479					79,479
Mh: 2,700.00	Shifts: 135.0	Mh/Un: 2.5000		Un/Sh:	8.0000	73.59					73.59
150-1000-B05	Off Duty Police Officer	960.00	HR	STD	40 8.00	90,943					90,943
Mh:	Shifts:	Mh/Un:		Un/Sh:		94.73					94.73
150-1000-C01	Temp paint for final surface	1.00	LS	STD	40 8.00					18,196	18,196
Mh:	Shifts:	Mh/Un:		Un/Sh:						18,196.35	18,196.35
150-1000-C04	Traffic control - Striping sub	1.00	EA	STD	40 8.00					7,500	7,500
Mh:	Shifts:	Mh/Un:		Un/Sh:						7,500.00	7,500.00
150-1000-C05	Traffic control - Signal sub	1.00	EA	STD	40 8.00					5,000	5,000
Mh:	Shifts:	Mh/Un:		Un/Sh:						5,000.00	5,000.00
210-0100-H01	Special Grading/Consideration	1.00	LS	STD	40 8.00			25,000			25,000
Mh:	Shifts:	Mh/Un:		Un/Sh:				25,000.00			25,000.00
	**********Biditem/Category 3 **********					171,969		31,000		43,296	246,265
Mh: 2,755.20	Mh/Un: 2,755.2000					171,968.53		31,000.00		43,296.35	246,264.88
*** 4	210-0100 GRADING COMPLETE - 0021263				Takeoff:		1.00 LS		Bid:		1.00 LS
210-0100-B11	Rem. Asphalt road	4,200.00	SY	STD	40 8.00	8,978			3,875	12,369	25,221
Mh: 268.80	Shifts: 8.4	Mh/Un: 0.0640		Un/Sh:	500.0000	2.14			0.92	2.94	6.01
210-0100-Z06	Supervision -Public work (0.5	1,386.00	HR	STD	40 8.00	137,606		187,920			325,526
Mh: 1,940.40	Shifts:	Mh/Un: 1.4000		Un/Sh:		99.28		135.58			234.87
210-0100-Z10	Survey - Public Project	320.00	HR	STD	40 8.00	35,175					35,175
Mh: 480.00	Shifts: 40.0	Mh/Un: 1.5000		Un/Sh:	8.0000	109.92					109.92
444-1000	SAWED JOINTS IN EXIST P	26,443.00	LF	STD	40 8.00					52,886	52,886
Mh:	Shifts:	Mh/Un:		Un/Sh:						2.00	2.00
210-0100-B06	Rem. concrete - SY	1,543.00	SY	STD	40 8.00	6,597		4,226	2,847		13,670
Mh: 197.51	Shifts: 6.2	Mh/Un: 0.1280		Un/Sh:	250.0284	4.28		2.74	1.85		8.86
670-1590	CONCRETE CAP	4,200.00	SY	STD	40 8.00	68,674	254,605		5,180		328,459
Mh: 1,680.00	Shifts: 35.0	Mh/Un: 0.4000		Un/Sh:	120.0000	16.35	60.62		1.23		78.20
210-0100-H02	Trench Box consideration	6.00	MO	STD	40 8.00			96,000			96,000
Mh:	Shifts:	Mh/Un:		Un/Sh:				16,000.00			16,000.00
210-0100-I01	Summit's Mobilization	20.00	EA	STD	40 8.00					40,000	40,000
Mh:	Shifts:	Mh/Un:		Un/Sh:						2,000.00	2,000.00
210-0100-C	Removal & Demo Drianage	98.00	EA	STD	40 8.00	13,093			5,651		18,743
Mh: 392.00	Shifts: 12.3	Mh/Un: 4.0000		Un/Sh:	8.0000	133.60			57.66		191.26
210-0100-D05	Export Soils	5,200.00	CY	STD	40 8.00			83,200			83,200
Mh:	Shifts:	Mh/Un:		Un/Sh:				16.00			16.00
	**********Biditem/Category 4 **********					270,121	254,605	371,346	17,553	105,255	1,018,880
Mh: 4,958.71	Mh/Un: 4,958.7100					270,121.34	254,605.47	371,346.25	17,552.68	105,254.75	1,018,880.49
Mh: 7,713.91	***REPORT TOTALS***					**442,090**	**254,605**	**402,346**	**17,553**	**148,551**	**1,265,145**

N = Activity not adjusted to bid quantity

THE ABOVE REPORT HAS ONLY COSTS AND DOES NOT INCLUDE MARKUP AND OTHER BALANCED BID ITEMS.
Any queries shall be clarified if required.

Minorit and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, bidders, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF $300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of $300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form *(in the event the bidder will not meet the MBE and WBE goals)*.

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbeat@augustaga.gov

NO DBE Goal
is applied to this project

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
Building 700
Norcross GA 30092

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 07/15/2011

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Summit Construction & Development
2108 Bentley Drive
Stone Mountain GA 30087

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
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License No. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
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Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 5, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SU355

Summit Construction & Development, LLC
2108 Bentley Dr. NW
Stone Mountain, GA 30087

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING:	**$135,400,000.00**
CERTIFICATE EXPIRES:	**October 31, 2026**
PRIMARY WORK CLASS/CODE:	**400**
SECONDARY WORK CLASS(ES)/CODE(S):	**150, 201, 209, 310, 310A, 400A, 432, 432A, 441, 550, 660, 668 and 670.**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/29/2024 1:06:14 PM

BUSINESS INFORMATION	
CONTROL NUMBER	08094768
BUSINESS NAME	SUMMIT CONSTRUCTION AND DEVELOPMENT, LLC.
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/29/2024
ANNUAL REGISTRATION PERIOD	2024, 2025, 2026

PRINCIPAL OFFICE ADDRESS	
ADDRESS	2108 BENTLEY DR, STONE MOUNTAIN, GA, 30087, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
BUCIO Duran, RUBEN	2108 BENTLEY DR STONE MOUNTAIN, GA 30087, STONE MOUNTAIN, GA, 30087, USA	Gwinnett

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Ruben Duran
AUTHORIZER TITLE	Organizer

Peachtree Corners

2026

BUSINESS OCCUPATIONAL TAX CERTIFICATE

Business ID
19163

License Number
2026-22596

Date Issued
03/27/2026

Date Expires
03/31/2027

Other Heavy and Civil Engineering Construction

(NOT TRANSFERABLE)

CITY OF PEACHTREE CORNERS
310 TECHNOLOGY PKWY
PEACHTREE CORNERS, GA 30092

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS, GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE SUSPENDED OR REVOKED, AND IS SUBJECT TO ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only:

BUSINESS NAME / ADDRESS:

SUMMIT CONSTRUCTION AND DEVELOPMENT LLC
6991 PEACHTREE INDUSTRIAL BLVD SUITE 700
PEACHTREE CORNERS, GA 30092

CORPORATE / MAILING ADDRESS:

SUMMIT CONSTRUCTION AND DEVELOPMENT LLC
6991 PEACHTREE INDUSTRIAL BLVD SUITE 700
PEACHTREE CORNERS, GA 30092

MUST POST IN A CONSPICUOUS LOCATION

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302166
Summit Construction & Development

6991 Peachtree Industrial Blvd
Building 700
Norcross GA 30092

Utility Contractor

EXP DATE - 04/30/2027 Status: Active
Issue Date: 07/15/2011

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Please refer to Board Rules for any continuing education requirements your profession may require.

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SUMMIT
CONSTRUCTION & DEVELOPMENT

SUMMIT CONSTRUCTION & DEVELOPMENT

STATEMENT OF PROPOSERS QUALIFICATIONS/COVER LETTER

Greene Street Improvements Project- City of Augusta

1. Approach and Methodology

Summit Construction & Development's strategic approach of your project will deliver a quality product that is on-time and in budget.
We understand this project's Scope of work includes Greene Street Improvements for City of Augusta.
We are planning to perform this work within contract time.
Our firm uses the latest equipment and innovative systems such as a cloud platform for project management communication, scheduling and coordination and GPS sensor systems, which reduces human error and increases accuracy and production rate.
We have in-house crews and our own equipment and trucks for all related trades, which makes us more efficient in accomplishing projects within time and budget.

2. Project History

Our firm has been involved in a variety of projects since its inception, more than 17 years ago. We have completed projects for various municipalities, counties, government agencies and large commercial contractors, having accomplished even the most challenging projects successfully, within schedule requirements and under budget. The following list contains just a few of the projects with similar scope and size, that are in process or completed over the last 3 years:

1. *Circle 75 Parkway at Windy Hill Road – Cobb County. Our scope of work includes Grading, erosion control, storm drainage, water and sewer, Concrete work, Asphalt paving and other relate work. Contract value: $1,060,110.76 Completion 4/1/2022*
2. *Barnwell Road at Rivermount Pkwy Roundabout City of Johns Creek. Our scope of work includes Demolition, earthwork, storm drainage, concrete work, asphalt paving and other related work. Contract value: $936,924.62*
3. *Dallas Street Improvements City of Acworth. Our scope work includes Erosion control, grading, GAB installation, Asphaltic Concrete, Storm Drainage, Striping and grassing. Contract value: $844,561.63 Completion 3/30/2022*

Summit Construction & Development
6991 Peachtree Ind Blvd, Bldg 700, Peachtree Corners GA 30092
Phone: 770.413.0093 Email: contracts@summitcd.com

4. *SR140 at East Cherokee Drive Improvements. Our scope of work includes Demolition, Grading, drainage, storm drain, milling, asphalt paving 17,172 tons and other related work. Contract value: $3,897,016.00*
5. *Rockdale county Milstead II Drainage Improvements, 962 Milstead Avenue, Conyers, GA 30012. Our scope of work includes Grading, storm drainage, domestic water installation, Asphalt paving. Contract value: $701,844.45*
6. *Beaver Ruin Road Multiuse Greenway Trail, our scope of work includes Erosion control, grading, concrete sidewalk, curb and gutter, storm drainage, manholes. Contract value: $703,523.99 Completion 06/19/2020*
7. *Granade road sidewalk project Rockdale County. Our scope of work includes concrete work, asphalt, Storm drainage. Contract value: $2,229,790.70 Completion 09/22/2022*
8. *Brockett road Traffic Calming City of Tucker, our scope of work includes milling and resurfacing, patching, concrete medians and other related work. Contract Value $1,275,679.00 Completion 1/31/2023*
9. *Indian Trail Park and Ride Transit Project, our scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work. Contract Value $1,571,412.00 Completion 08/17/2021*
10. *City of College Park LMIG Street resurfacing 2023, Milling and resurfacing, Contract Value $340,210,.08. Completion 07/31/2023*
11. *West Paces Ferry Road Resurfacing Buckhead CID, Contracts Value: $7,087,955.65. Completion date: 10/31/2023*
12. *Haynes Bridge Road Improvements City of Johns Creek, Contract Value $3,979,559.63 Completion Date 10/01/2023*
13. *City of Roswell Resurfacing Project 2024 $3,589,536.26. Completion Date 12/19/2024*

A complete list of our projects is available upon request.

3. Manpower & Delivery Schedule

1. *The current value of work-in-progress over 77+ million dollars and current manpower and resources can accommodate our projected workload with ability to perform new projects with no issues.*
2. *We have a dedicated Project Managers, Superintendents, and support system to accomplish this project successfully, within milestone goals and budget. Our in-house crews are experienced in all trades necessary to complete this project and are trained to produce quality work.*
3. *We have 60+ direct field employees.*

4. Company History

1. *Summit Construction & Development has been in business for 17+ years.*
2. *The firm has only operated under its current name.*
3. *GDOT Pre-Qualified Contractor.*

4. *No, we do not have any bankruptcies.*
5. *No, we do not have any lawsuits against our company.*

5. References

Location	Contract amount	Date Complete	% complete	Name & Address of Owner/Engineer	Email/Phone
Goode Road, Rockdale county culvert	$627,364.38	06/30/2020	100 %	Todd A. Cosby, PE 962 Milstead Ave, Conyers, GA 30012	678-281-4848
North Road, Gwinnett County	$1,114,464.00	08/25/2016	100 %	Dan Wnek, 75 Langley Drive, Lawrenceville, GA	678-848-5718/ Dan.Wnek@oneatlas.com
Milstead Road, Rockdale county	$701,844.45	08/23/2018	100 %	Todd A. Cosby, PE 962 Milstead Ave, Conyers, GA 30012	678-281-4848
Swan Drive Culvert Replacement, Paulding County	$548,278.75	2020	100 %	David Huff, Paulding County	770-445-4759
Nichols Box Culvert, Forsyth county	$121,366.44	May, 2014	100 %	Tim Allen, Forsyth County	770-781-2165 / tlallen@forsythco.com
Storm Drain replacement Chestnut Lake drive, Box Culvert	$216,566.20	2020	100 %	Cesar Sanchez, 347 Phillips Drive, McDonough, GA 30253 Henry County	770-288-7254 / csanchez@co.henry.ga.us
Woodstown Road Storm drain repair, Box Culvert	$348,587.20	2020	100 %	Cesar Sanchez, 347 Phillips Drive, McDonough, GA 30253 Henry County	770-288-7254 / csanchez@co.henry.ga.us
Seven Oaks Dam		2021	100 %	Riki Forney	Riki.forney

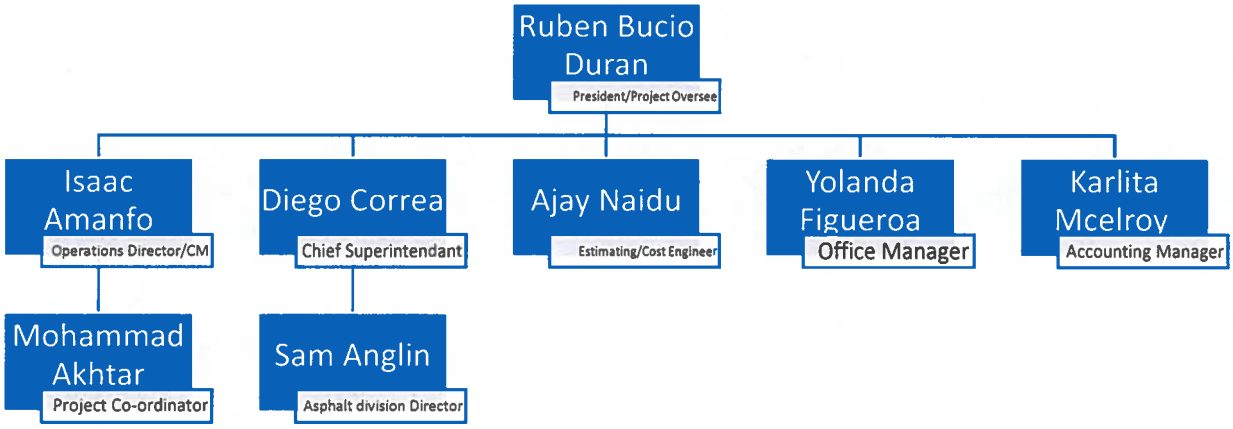
Reference Project	Description of the Work	Owner Contact	Owner Contact Phone	Owner Contact Email	Role (prime/sub)	Firm Responsible for $x.	Start and Completion dates
SR 140 at East Cherokee Drive Improvements Scope of work includes road widening, asphalt milling and overlay, full depth, concrete work, storm drainage and other related work. 17,172 tons		Lori Jones	678-410-0124	lmjones@cherokeega.com	Construction Inspection Manager	$3,897,016	12/7/2020-12/20/2022

of asphalt installed , 942 lf storm pipe				
West Paces Ferry Resurfacing Project	Lee Upkins 404-978-7552 Lee.upkins@jacobs.com	Construction Manager	$7,087,955.65	07/25/2023-10/31/2023
Indian Trail Park and Ride Transit Project Scope of work includes asphalt demo, mill and overlay, full depth pavement, concrete work and other related work.	Thomas Clausen 678-521-6433 Thomas.Clausen@oneatlas.com	Project Engineer	$1,571,412	03/19/2021-08/17/2021
Brockett road Traffic calming Scope of work includes mill and overlay, patching, concrete medians and other related work.	Sam Durrance 678-215-7030 sdurrance@tuckerga.gov	Construction Manager	$1,275,679	10/10/2022-1/31/2023
Haynes Bridge Road Improvements	Riki Forney 678-512-3266 riki.forney@johnscreekga.gov	Construction Manager	$3,979,559.63	10/01/2023
Garden Reserve at Power Build	Kyungsu Kim 470-406-9629 Kyungsu.kim@powerbuild.com	Director of Construction	$2,691,031.47	2021-2023
Reserve at Jacson	Billy Kimball 540-993-6914 Billy.kimball@kcgcompanies.com	Senior Project Manager	$10,005,572.22	2022-2023
Kirkland at Jack Neely Rd. Roundabout Project	Chester Clegg 678-414-9353 cclegg@co.newton.ga.us	Transportation Director	$3,248,196.83	2022-2024
Access Road at I20	Chester Clegg 678-414-9353 cclegg@co.newton.ga.us	Transportation Director	$7,540,672.64	2023-2024
Jones Bridge road –	Riki Forney 678-512-3266 riki.forney@johnscreekga.gov	Construction Manager	$2,571,440.97	2023

Additional references shall be provided upon request.

6. Organization Chart

Below is the Organization Chart for this Specific Project:



- Ruben Bucio Duran, President/Project Oversee – This personnel will oversee the Project from bidding to completion of the Project to ensure all the protocols have been followed per the contract specifications and company's quality assurance and safety plan.
- Isaac Amanfo, VP Construction/Construction Manager – This personnel will be responsible for the Project management, scheduling, invoicing, safety and all other Project operations.
- Diego Correa, Chief Superintendent – This Personnel will be in charge of all crews on site and executing the Project on site and also site safety.
- Ajay Naidu, Estimating/Cost Engineer – This Personnel is responsible for pre-construction activities and budgeting during construction phase.
- Yolanda Figueroa, Office Manager – Administrative Support throughout the Project.
- Dorys Fernandez, Accounting P/R – Responsible for the accounts related to Project.
- Mohammad Akhtar, Project Coordinator – Responsible for submittals and material tickets.
- Sam Anglin, Asphalt division Director – This personnel is responsible for onsite operations and safety.

Form DOT 484
Revised 5/2006

STATUS OF CONTRACTS ON HAND
DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

Give full information about all of your Contracts with all agencies, public and private; whether in progress or awarded but not yet begun. Attach additional sheets if required.

	CONTRACT AMOUNT				
1	2	3	4	5	6
PROJECTS LOCATION & DESCRIPTION	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER
0.557 MILE OF INTERSECTION IMPROVEMENTS ON WEST PIKE ST BEGINNING AT SR 316 AND EXTENDING TO HURRICANE SHOALS RD CS 1126).	$6,548,284	$1,734,559	$4,813,725	$4,798,351	$15,374
Wieuca Road at Phipps Blvd Rounsabout - Buckhead CID	$8,833,672	$1,593,446	$7,240,227	$8,794,853	$38,819
				TOTAL OF UNCOMPLETED WORK UNDER CONTRACT	$54,194

NOTE 1: Show total obligations in Column 2 if you are Prime Contractor, or your portion of a Joint Venture, or amount of your Contract if you are a Subcontractor.

NOTE 2: The Contractor may consolidate and list as a single item all contracts which individually do not exceed 2% of the Maximum Capacity Rating, and which, in the aggregate, total less than 20% of the Maximum Capacity Rating.

NOTE 3: If the award of this contract is contingent upon the reduction of charges against your Current Capacity by the dollar value of deferred work, indicate by asterisks all Contracts on which such deferrals will extend at least twelve (12) months from the date of this letting. Attach a detailed explanation of the circumstances.

STATUS OF CONTRACTS ON HAND
DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

	CONTRACT AMOUNT				
PROJECTS LOCATION & DESCRIPTION	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER

Jones Bridge Road at Sargent Improvements - City of Johns Creek Revised 5/2006	$4,154,294	$101,242	$4,053,052	$2,441,401	$1,611,651
Big Creek Phase 1 - City of Roswell	$8,370,324	$455,202	$7,915,122	$3,657,560	$4,257,562
Holly Springs Pkwy Widening Phase III	$6,130,277	$38,166	$6,092,111	$4,052,266	$2,039,845
East Rock Springs Roundabout at Beech Valley Way Dekalb county	$1,178,768	$268,950	$909,818	$733,627	$176,191
Drainage Improvements at Greenview Subdivision Hnery County	$1,615,423	$0	$1,615,423	$1,482,801	$132,622
Old Fairburn Road/Stone Wall Tell road - City of South Fulton	$3,493,927	$39,610	$3,454,317	$1,317,713	$2,136,604
Center Street Stormwater Outfall - City of Winder	$5,593,004	$24,949	$5,568,055	$4,169,506	$1,398,549
Operations Improvements on SR 140 at US23/SR13 - CMES	$1,640,491	$0	$1,640,491	$0	$1,640,491
GDOT Call 010,B1CBA2402229-0 Forsyth County	$871,845		$871,845	$67,396	$804,449
GDOT PI#0014082	$10,397,632	$648,738	$9,748,894	$3,004,949	$6,743,945
				TOTAL FOR PAGE 2	$20,941,910
				GRAND TOTAL (PAGES 1 & 2)	$20,996,104

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

	CONTRACT AMOUNT				
PROJECTS LOCATION & DESCRIPTION	**TOTAL OBLIGATIONS**	**SUBCONTRACTED TO OTHERS(-)**	**NET OBLIGATIONS**	**PORTION OF NET COMPLETED (-)**	**NET UNCOMPLETED WORK UNDER**
Newnan Crossing Bypass SB Left Turn Lane	$955,618	$18,000	$937,618	$686,744	$250,874
McGinnis Ferry Road Widening CMES	$6,809,606	$0	$6,809,606	$0	$6,809,606
Boldflex Garrard Construction	$703,631	$0	$703,631	$0	$703,631
Dupree Road and King Arthur Drive Drainage Improvements Cherokee County	$691,662	$20,790	$670,872	$244,940	$425,932
South Jett Rd Improvements Cherokee County	$1,555,381	$82,697	$1,472,684	$381,226	$1,091,458
Neese Raod Northern Segment City of Woodstock	$3,969,892.89	$210,944	$3,758,949	$295,716	$3,463,233
Milling and Resurfacing SR 154 from E of SR154 to I285 gdot	$3,089,912	$206,853	$2,883,059	$1,109,009	$1,774,050
				TOTAL FOR PAGE 3	$14,518,784
				GRAND TOTAL (PAGES 1 - 3)	$50,033,672

Form DOT 484
Revised 5/2006

STATUS OF CONTRACTS ON HAND

DATE: 10/01/2026

Contractor: Summit Construction & Development LLC

PROJECTS LOCATION & DESCRIPTION	CONTRACT AMOUNT				
	TOTAL OBLIGATIONS	SUBCONTRACTED TO OTHERS(-)	NET OBLIGATIONS	PORTION OF NET COMPLETED (-)	NET UNCOMPLETED WORK UNDER
Barnwell rd improvements City of Johns Creek	$8,937,638	$550,000	$8,387,638	$1,147,634	$7,240,004
Chastain drive improvements Columbia County	$777,204	$0	$777,204	$189,132	$588,072
Mid broadwell road culvert and Sidewalk construction City of Alpharetta	$1,547,879	$0	$1,547,879	$66,271	$1,481,607
2026 Resurfacing Project Cherokee County	$5,657,032	$0	$5,657,032	$320,340	$5,336,692
Ridge LakeParking Lot Phase 3 Sugar Hill GA	$939,389	$208,344	$731,045	$0	$731,045
2026 Decatur Resurfacing Project	$893,712	$0	$893,712	$0	$893,712
Jonesboro Road Henry County	$30,887,790	$4,000,000	$26,887,790	$0	$26,887,790
Legacy Park Improvements City of Alpharetta	$1,670,197	$200,000	$1,470,197	$0	$1,470,197
Alpharetta Adult Activity Center Parking Lot Improvements	$262,350	$0	$262,350	$0	$262,350
3.021 Miles of Widening and Reconstruction for Additional Lanes on SR 81	$32,885,232	$2,000,000	$30,885,232	$0	$30,885,232
				TOTAL FOR PAGE 4	$75,776,700
				GRAND TOTAL (PAGES 1 - 4)	$125,810,372

Augusta Blueprint & Microfilm, Inc

#26-184 Greene Street Improvement Project (5th Street to 13th street) for Augusta - Engineering & Environment Svc Dept

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	E. R Snell				X	1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	770-985-2957
2	Reeves Construction Company				X	1 APAC Industrial Way Augusta, GA 30907 ghamilton@reevescc.com	706-731-5230	
3	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, Ohio 45209 pam.exton@constructconnect.com	513-588-1501	
4	Summit Construction & Development LLC				X	6991 Peachtree Ind. Blvd 700 Peachtree Corners, Ga 30092 scdestimator@summitcd.com	770-413-0093	
5	JHC CORPORATION				X	15 Fresh Bru Dr Newman, Ga 30263 melissa@jhccorporation.com	770+-487-3258	770-487-4254

GRIFFIN CONTRACTING
ATTN: TROY DAVIS
122 PIPEMAKERS CIRCLE
SUITE 207
POOLER, GA 31322

ER SNELL CONTRACTOR
1785 OAK ROAD
SNELLVILLE, GA 30078

C&H PAVING
204 MAIN STREET
THOMSON, GA 30824

SUMMERS CONCRETE CONTRACTING, INC.
5538 COPPAGE ROAD
HAHIRA, GA 31632

ATC SITE CONSTRUCTION
614 BRIGHAM ROAD
NORTH AUGUSTA, SC 29841

BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809

C.W. MATTHEWS CONTRACTING
1600 KENVIEW DRIVE
MARIETTA, GA 30060

J & H GRADING & PAVING
1579 EDGEFIELD HIGHWAY
AIKEN, SC 29801

QUALITY PLUS SERVICES INC.
2929 QUALITY DRIVE
PETERBURG, VA 23805

PAVEWAY OF AUGUSTA/AIKEN
306 SILVER BLUFF RD.
AIKEN, SC 29803

REYNOLDS CONSTRUCTION
300 E. BROAD STREET
FAIRBURN, GA 30213

BEAM'S CONTRACTING
ATTN: DARRELL CAUDILL
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

GEARIG CIVIL WORKS
322 GRIMAUDE BLVD.
GROVETOWN, GA 30813

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

JHC CORPORATION
15 FRESH BRU DRIVE
NEWNAN, GA 30263

GARNTO SOUTHERN CONSTRUCTION, LLC
ATTN: JASON GARNTO
4811 CLARK DRIVE
EVANS, GA 30809

REYNOLDS CONSTRUCTION
300 E. BROAD STREET
FAIRBURN, GA 30213

QUALITY PLUS SERVICES INC.
2929 QUALITY DRIVE
PETERBURG, VA 23805

A. L. MARTIN ENTERPRISE, LLC
2801 WASHINGTON ROAD STE 107
AUGUSTA, GA 30909

Hameed Malik
Engineering & Environmental Services

June Hamal
Engineering & Environmental Services

Yolanda Jackson
Compliance

Bid Item #26-184
Greene Street Improvements
for Augusta, GA – Augusta Engineering and Environmental Services Department
DUE: Wed. 10/21/26 @ 3:00 p.m.

Bid Item #26-184
Greene Street Improvements
for Augusta, GA – Augusta Engineering and Environmental Services Department
Mailed: 10/14/2026

ADDENDUM 1

Pg. 1 of 1

Click here to find out how Euna Procurement can better help your purchasing team

Planholders

Add Supplier | Export To Excel

Supplier (9)

Supplier	Download Date
Atlanta Premier Tree Solutions LLC	09/21/2026
Capveon (YC F26)	10/01/2026
Crowder Construction Company	10/12/2026
Dodge Data	09/22/2026
Lagniappe Development	09/22/2026
Materials Managers and Engineers, Inc. (2MNEXT)	10/05/2026
Onvia, Inc. - Content Department	09/21/2026
southern preservation systems	10/08/2026
Thomas & Hutton Engineering Co.	10/13/2026

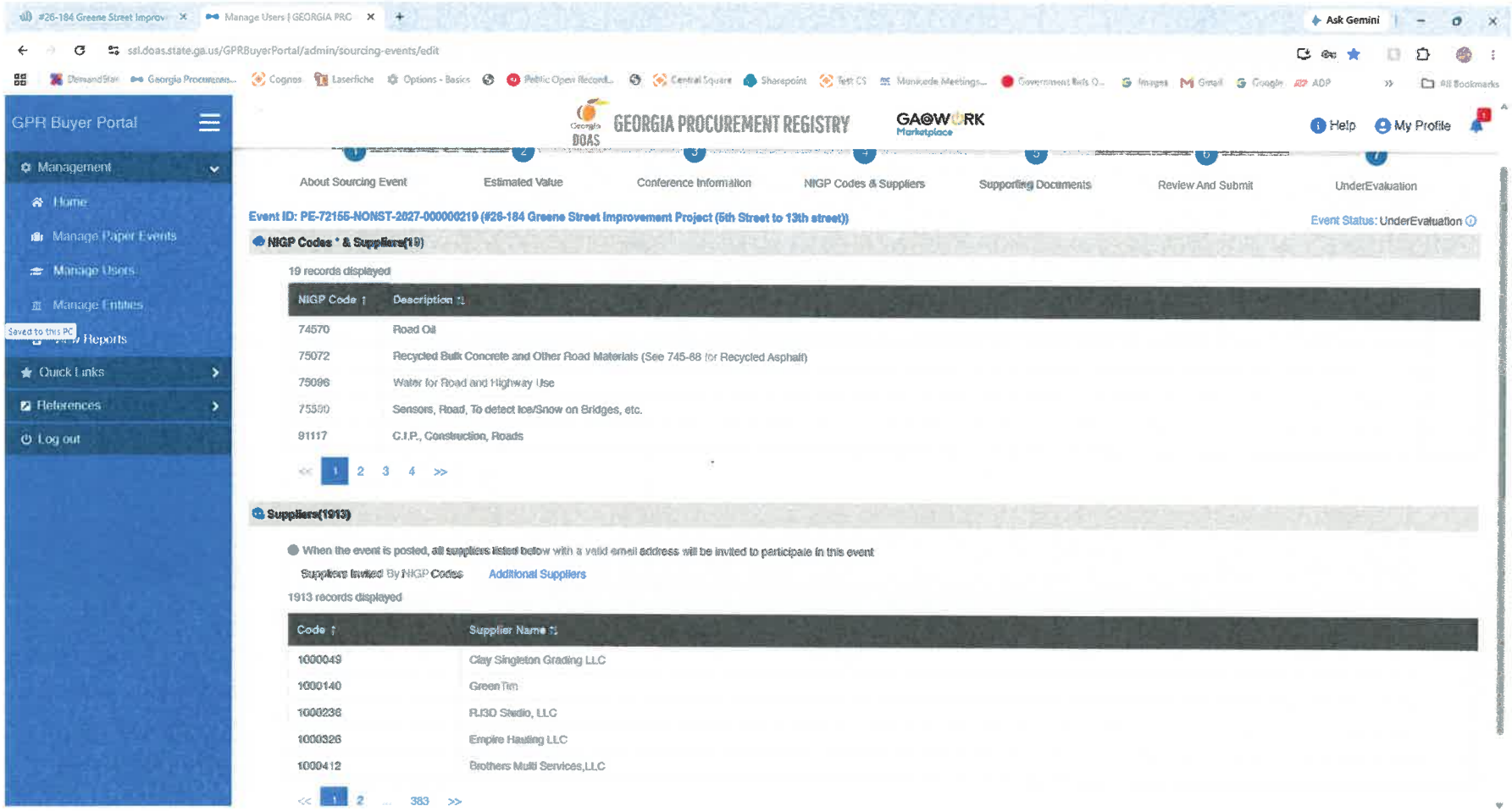
Add Supplier

Supplier Details

Supplier Name	Atlanta Premier Tree Solutions LLC
Contact Name	Jeff Roth
Address	6065 Lake Oak Landing , Cumming, GA 30040
Email	office@chopmytree.com
Phone Number	404-252-6448

Documents

Filename	Type	Action
26-184	Bid Document / Specifications	View History


#26-184 Greene Street Improv
Manage Users | GEORGIA PRC
Ask Gemini
ssl.doas.state.ga.us/GPRBuyerPortal/admin/sourcing-events/edit
GPR Buyer Portal
Management
Home
Manage Paper Events
Manage Users
Manage Entities
Reports
Quick Links
References
Log out
Saved to this PC
GEORGIA PROCUREMENT REGISTRY
GA@WORK Marketplace
Help
My Profile
About Sourcing Event
Estimated Value
Conference Information
NIGP Codes & Suppliers
Supporting Documents
Review And Submit
UnderEvaluation
Event ID: PE-72155-NONST-2027-000000219 (#26-184 Greene Street Improvement Project (5th Street to 13th street))
Event Status: UnderEvaluation
NIGP Codes * & Suppliers(19)
19 records displayed
NIGP Code
Description
74570 Road Oil
75072 Recycled Bulk Concrete and Other Road Materials (See 745-88 for Recycled Asphalt)
75096 Water for Road and Highway Use
75590 Sensors, Road, To detect Ice/Snow on Bridges, etc.
91117 C.I.P., Construction, Roads
<< 1 2 3 4 >>
Suppliers(1913)
When the event is posted, all suppliers listed below with a valid email address will be invited to participate in this event
Suppliers Invited By NIGP Codes
Additional Suppliers
1913 records displayed
Code
Supplier Name
1000049 Clay Singleton Grading LLC
1000140 Green Tim
1000236 RJ3D Studio, LLC
1000326 Empire Hauling LLC
1000412 Brothers Multi Services,LLC
<< 1 2 ... 383 >>

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Highland Ave & Milledgeville Improvements Projects

Design Services for Road Improvements

RFQ Item: 24-151

File Reference: PI# 0017638 & 0017640 / 24 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase2A) of the Design Consultant Services Agreement to Kimley-Horn (KH) in the amount of $400,000 for the TIA Highland Ave (Wrightsboro Rd to Gordon Hwy) and $623,544 for the TIA Milledgeville Road (N Leg-Barton Chapel) Safety and Operational Improvements Projects (PI# 0017638 & 0017640). AE/ RFQ 24-151
Background:	The Highland Ave (Wrightsboro Rd to Gordon Hwy) and Milledgeville Road (N Leg – Barton Chapel) Improvements are projects from the "Approved Investment List" of TIA2 that was approved by voters of the CSRA on the June 9, 2020 referendum. These are Band2 projects. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, targeted sidewalks replacement, improving the storm water system, and street lighting. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement of roadway aesthetics. Initial concept phase is near completion leading to initiation of Preliminary Design phase (PE Phase2A). On December 3, 2024, the Augusta Commission awarded Barton Chapel Road Design Professional Services to Kimley-Horn.
Analysis:	The projects are currently in the design phase. On December 3, 2024, the Augusta Commission approved funding for the initial tasks associated with the Design Concept Phase. The Concept Phase is now substantially complete, and the project is ready to advance to the Preliminary Design Phase for development of the project plans. A phased approach to design development has been adopted, allowing improvements to be designed in stages. This approach has proven to be cost-effective and will continue through completion of the design for the intended improvements.
Financial Impact:	Funding available in TIA project funds

Alternatives:	Do not approve and find alternative to complete the TIA project
Recommendation:	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-Phase2A) of the Design Consultant Services Agreement to Kimley-Horn (KH) in the amount of $400,000 for the TIA Highland Ave (Wrightsboro Rd to Gordon Hwy) and $623,544 for the TIA Milledgeville Road (N Leg-Barton Chapel) Safety and Operational Improvements Projects (PI# 0017638 & 0017640). AE/ RFQ 24-151
Funds are available in the following accounts:	($400,000) 372041110-52.12115 / TIA225906-52.12115 – Highland Ave TIA funds ($623,544) 372041110-52.12115 / TIA225907-52.12115 – Milledgeville Road TIA funds
REVIEWED AND APPROVED BY:	HM/sr

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: RC07-0146
PI No.: 0017638
Prime: Kimley-Horn
Date: 30-Apr-2026

Project: Highland Avenue Improvements Project
County: Richmond
Contract Type: LS
Fixed Fee %: 10%

Master Contract: 24-151
Contract Expiration: _
Task Order No: 2

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Kimley-Horn	Kimley-Horn	Alfred Benesch	ISM	Kimley-Horn	Kimley-Horn		SEI	ISM	Kimley-Horn	UES	Sub Firm Name 8	
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Design Support	Traffic Operations	Environmental	Environmental	Survey	Traffic Operations	Water/Sewer Design	Geotech	Lighting	
	Totals	$ 671,842.27	$ 61,381.16	$ 300,275.77	$ 103,077.61	$ 81,500.29	$ 33,950.00	$ -	$ -	$ 14,272.70	$ 21,857.43	$ 55,527.31	$ -	$ -	$ -
1	Concept Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
2	Database Preparation	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
3	Environmental Document	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
4	Preliminary Plans	$ 630,422.94	$ 58,811.58	$ 275,698.72	$ 103,077.61	$ 81,500.29	$ 33,950.00	$ -		$ -	$ 21,857.43	$ 55,527.31	$ -	$ -	
5	Right of Way Plans	$ 41,419.33	$ 2,569.58	$ 24,577.05	$ -	$ -	$ -	$ -		$ 14,272.70	$ -	$ -	$ -	$ -	
6	Final Plans	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
7	Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
8	Special Studies	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
9	Public Involvement	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
	Fixed Fee	$ 60,566.18	$ 5,537.14	$ 27,138.47	$ 9,341.36	$ 7,369.54	$ 3,045.36	$ -		$ 1,130.09	$ 1,976.43	$ 5,027.79	$ -	$ -	
		Tab Name>>	PM1	Rd1	DS1	DS2	Trf1	Env1	Env2	Srv1	Trf2	Rd2	OMT1	Lt1	
	DBE (Yes or No)		No	No	No	Yes	No	No		Yes	Yes	No		No	
	DBE Participation	$ 117,630.42	$ -	$ -	$ -	$ 81,500.29	$ -	$ -	$ -	$ 14,272.70	$ 21,857.43	$ -	$ -	$ -	$ -
	DBE %	17.5%				12.1%				2.1%	3.3%				
	Contract DBE Goal %	0.0%													

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **RC07-0146**
PI No.: **0017640**
Prime: **Kimley-Horn**
Date: **30-Apr-2026**

Project: **Milledgeville Road Improvements Project**
County: **Richmond**
Contract Type: **LS**
Fixed Fee %: **10%**

Master Contract: **24-151**
Contract Expiration: _
Task Order No: **2**

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Kimley-Horn	Kimley-Horn	Alfred Benesch	ISM	Kimley-Horn	Kimley-Horn		Platinum Geomatics	Sub Firm Name 4	Kimley-Horn	UES	Sub Firm Name 8	
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Design Support	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Water/Sewer Design	Geotech	Lighting	
	Totals	$ 693,589.40	$ 70,695.92	$ 324,704.04	$ 103,077.61	$ 81,500.29	$ -	$ -	$ -	$ 33,011.23	$ -	$ 80,600.31	$ -	$ -	$ -
1	Concept Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
2	Database Preparation	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
3	Environmental Document	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
4	Preliminary Plans	$ 623,544.31	$ 65,556.74	$ 292,809.36	$ 103,077.61	$ 81,500.29	$ -	$ -		$ -	$ -	$ 80,600.31	$ -	$ -	
5	Right of Way Plans	$ 70,045.09	$ 5,139.18	$ 31,894.68	$ -	$ -	$ -	$ -		$ 33,011.23	$ -	$ -	$ -	$ -	
6	Final Plans	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
7	Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
8	Special Studies	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
9	Public Involvement	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	
	Fixed Fee	$ 62,275.58	$ 6,361.10	$ 29,338.16	$ 9,341.36	$ 7,369.54	$ -	$ -		$ 2,545.94	$ -	$ 7,299.48	$ -	$ -	
		Tab Name>>	PM1	Rd1	DS1	DS2	Trf1	Env1	Env2	Srv1	Map1	Rd2	OMT1	Lt1	
	DBE (Yes or No)		No	No	No	Yes	No	No		Yes	No	No		No	
	DBE Participation	$ 114,511.52	$ -	$ -	$ -	$ 81,500.29	$ -	$ -	$ -	$ 33,011.23	$ -	$ -	$ -	$ -	$ -
	DBE %	16.5%				11.8%				4.8%					
	Contract DBE Goal %	0.0%													

ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**372-041110 – TIA225906**
GDOT Number (s):	**RC07-0137** **PI 0017638**
Supplemental Agreement Number:	**1**
Purchase Order Number:	**25ENG108**

WHEREAS We, **Kimley-Horn and Associates**
. Consultant entered into a contract with Augusta-Richmond County on December 3,2024 for engineering design services associated with the improvements to **Highland Ave (Wrightsboro-Gordon Hwy)**. Project RC07-0137, PI 0017638, File Reference No. 26-014 (T), and

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

To enhance pedestrian use and improvement roadway aesthetics.

It is agreed that as a result of the above-described modifications the contract amount is increased by **$400,000.00** from **$578,597.54** to a new total of **$978,597.54**

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

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

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Kimley-Horn and Associates.

_____
Garnett L. Johnson, Mayor
Approved Date: _____

ATTEST:

_____
Title:

_____
Approved: Date:
[ATTACHED CORPORATE SEAL]
ATTEST:

_____
Title: _____

ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**372-041110 – TIA225907**
GDOT Number (s):	**RC07-0146** **PI 0017640**
Supplemental Agreement Number:	**1**
Purchase Order Number:	**25ENG107**

WHEREAS We, **Kimley-Horn and Associates**
. Consultant entered into a contract with Augusta-Richmond County on December 3,2024 for engineering design services associated with the improvements to **Milledgeville Road (N Leg-Barton Chapel) Improvements**. Project RC07-0146, PI 0017640, File Reference No. 26-014 (T), and

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

To enhance pedestrian use and improvement roadway aesthetics.

It is agreed that as a result of the above-described modifications the contract amount is increased by **$623,544.00** from **$585,190.51** to a new total of **$1,208,734.51**

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

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

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Mayor
Approved Date: _____

ATTEST:

_____

Title:

_____

Kimley-Horn and Associates.

_____

Approved: Date:

[ATTACHED CORPORATE SEAL]

ATTEST:

_____

Title: _____

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

On-Call Property Appraisal and Acquisition Professional Services

For Augusta, GA – Engineering Department

RFP 26-147

File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve & Award RFP 26-147-"On-Call Property Appraisal & Acquisition Professional Services" Contract to CHB Acquisition Services, LLC, Atlas Technical Consultants, LLC, and LJA Engineering Inc., subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/26-147
Background:	Augusta Engineering & Environmental Services (AE) also several Road Improvements, Drainage Improvements, and Infrastructure Maintenance in design or on-call infrastructure maintenance construction. Such trends will continue for a significant and extended timeframe. Several Federal, GDOT, SPLOST and TIA funded projects scheduled to let for construction in coming years which need acquiring of Right of Way (ROW). GDOT prequalified professional firms for such services that are required. In addition, there is drainage easements acquisition continuous need for infrastructure maintenance construction task orders. AE has limited in-house resources to provide needed subject services. The assistance of outside professional firm services will function as extended arm of AE and assist addressing maintenance repairs task and capital infrastructure projects easements & right of way acquisition in a time manner to meet letting schedule. The assistance of outside professional engineering services will on as needed basis.
Analysis:	Proposals were received on July 8, 2026. Received proposals were evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. Three top ranked firms CHB Acquisition Services, LLC, 2) Atlas Technical Consultants, LLC, and 3) LJA Engineering Inc. being the selected firms.
Financial Impact:	Services will be funded by Engineering SPLOST & Engineering Infrastructure Capital Projects funds such TIA funds & Federal funds.
Alternatives:	No alternate proposed

Recommendation:	Approve & Award RFP 26-147-"On-Call Property Appraisal & Acquisition Professional Services" Contract to CHB Acquisition Services, LLC, Atlas Technical Consultants, LLC, and LJA Engineering Inc., subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/26-147
Funds are available in the following accounts:	Engineering SPLOST & TIA & Federal funds
REVIEWED AND APPROVED BY:	HM/sr

Request for Proposal

Sealed proposals will be received at this office until **Monday, June 22, 2026 @ 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901 and virtually via Teams: Meeting ID: 241 045 282 798 033; Passcode: PE6jH6vM for furnishing:

RFP #26-147 On-Call Property Appraisal and Acquisition Professional Services for Augusta-Richmond County (herein "Augusta"), Augusta Engineering and Environmental Services Department

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

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

Mandatory pre-proposal conference will be held on **Monday, June 8, 2026 @ 10:00 a.m.** virtually via Teams; Meeting ID: 239 989 156 629 566; Passcode: 68zv9jU3.

All request for clarifications or interpretations for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Tuesday, June 9, 2026 @ 5:00 P.M.**

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

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

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

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

Publish:

Augusta Chronicle May 22, 29, and June 5, 2026

RFP Opening Item #26-147
On-Call Property Appraisal and Acquisition Professional Service
for Augusta, GA-Engineering and Environmental Services Department
RFP Date: Wednesday, July 8, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 249
Georgia Procurement Registry: 484
Pre-Proposal Conference Attendees: 18
Total packages submitted: 8
Total Non-Compliant: 0

VENDORS	Attachment "B"	E-Verify #	Addenda 1-4	SAVE Form	Original	USB Drive	Fee Proposal
Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	Yes	718470	Yes	Yes	Yes	Yes	Yes
LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	Yes	1667718	Yes	Yes	Yes	Yes	Yes
CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Yes	462745	Yes	Yes	Yes	Yes	Yes
Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Yes	413975	Yes	Yes	Yes	Yes	Yes
Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Yes	1346711	Yes	Yes	Yes	Yes	Yes
Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Yes	1380925	Yes	Yes	Yes	Yes	Yes
Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Yes	2121932	Yes	Yes	Yes	Yes	Yes
Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013	Yes	912893	Yes	Yes	Yes	Yes	Yes

Evaluation Sheet RFP Opening Item #26-147
On-Call Property Appraisal and Acquisition Professional Service
for Augusta, GA-Engineering and Environmental Services Department
RFP Date: Wednesday, July 8, 2026 @ 11:00 a.m. via TEAMS
Evaluation Meeting Thursday, August 6, 2026 @ 3:00 p.m.

Vendors			Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013	Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**								**Weighted Scores**							
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**															
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	3.5	4.25	5	3	3	5	3.75	4.5	70.0	85.0	100.0	60.0	60.0	100.0	75.0	90.0
3. Organization & Approach	(0-5)	15	3.25	4.5	5	3	3.5	5	3.75	3.25	48.8	67.5	75.0	45.0	52.5	75.0	56.3	48.8
4. Scope of Services •Property Appraisal, Property Acquisition including relocation, Easements Acquisition, and Right of Entry documentation Services. •Understanding of GDOT (ROW -LAP) appraisal process and service deliver approach.	(0-5)	30	3.5	4.5	5	3.5	3.5	5	3.5	3.8	105.0	135.0	150.0	105.0	105.0	150.0	105.0	114.0
5.Schedule of Work	(0-5)	5	5	5	5	5	4.5	5	4.5	4.5	25.0	25.0	25.0	25.0	22.5	25.0	22.5	22.5
6. References	(0-5)	5	5	5	5	5	5	5	5	5	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			20.25	23.25	25	19.5	19.5	25	20.5	21.05	273.8	337.5	375.0	260.0	265.0	375.0	283.8	300.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
8. Presentation by Team	(0-5)	10									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. **Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-weighted**																		
Lowest Fees	50				50						0.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0
Second	30							30.0			0.0	0.0	0.0	0.0	0.0	30.0	0.0	0.0
Third	20						20				0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0
Forth	10	10									10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fifth	5								5.0		0.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			10.0	0.0	50.0	0.0	20.0	30.0	5.0	0.0	10.0	0.0	50.0	0.0	20.0	30.0	5.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
Total Cumulative Score (Maximum point is 500)			30.3	23.3	75.0	19.5	39.5	55.0	25.5	21.1	283.8	337.5	425.0	260.0	285.0	405.0	288.8	300.3

Internal Use Only

Evaluator: Cumulative **Date: Phase I - 8/14/26**

Procurement DepartmentRepresentative:_____

Procurement Department Completion Date: Phase I - 8/14/26

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Andy Penick, Director Procurement

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

DATE: November 11, 2026

SUBJECT: On-Call Property Appraisal and Acquisition Professional Service for Engineering & Environmental Services
RFP 26-147
File Reference: 26-014(A)

It is recommendation of Augusta Engineering (AE) to award RFP 26-147 (On-Call Property Appraisal and Acquisition Professional Service) contract to three top ranked firms; 1) CHB Acquisition Services, LCC, 2) Atlas Technical Consultants, LLC, and 3) LJA Engineering Inc. Contract award will be contingent upon these firms submitting all required documents such as insurance documents. The department is accepting fee unit rates offered by these firm. Accordingly, Augusta Engineering is preparing RFP contract award agenda item for Augusta Commission approval.

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

Thank you.

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

RFP Opening Item #26-147
On-Call Property Appraisal and Acquisition Professional Service
for Augusta, GA-Engineering and Environmental Services Department
RFP Date: Wednesday, July 8, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 249
Georgia Procurement Registry: 484
Pre-Proposal Conference Attendees: 18
Total packages submitted: 8
Total Non-Compliant: 0

VENDORS	Attachment "B"	E-Verify #	Addenda 1-4	SAVE Form	Original	USB Drive	Fee Proposal
Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	Yes	718470	Yes	Yes	Yes	Yes	Yes
LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	Yes	1667718	Yes	Yes	Yes	Yes	Yes
CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Yes	462745	Yes	Yes	Yes	Yes	Yes
Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Yes	413975	Yes	Yes	Yes	Yes	Yes
Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Yes	1346711	Yes	Yes	Yes	Yes	Yes
Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Yes	1380925	Yes	Yes	Yes	Yes	Yes
Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Yes	2121932	Yes	Yes	Yes	Yes	Yes
Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013	Yes	912893	Yes	Yes	Yes	Yes	Yes

Evaluation Sheet RFP Opening Item #26-147
On-Call Property Appraisal and Acquisition Professional Service
for Augusta, GA-Engineering and Environmental Services Department
RFP Date: Wednesday, July 8, 2026 @ 11:00 a.m. via TEAMS
Evaluation Meeting Thursday, August 6, 2026 @ 3:00 p.m.

Vendors			Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013	Holt Consulting Co., LLC 2801 Devine Street, Suite 201 Columbia, SC 29205	LJA Engineering, INC. 89 East /Athens St. Winder, GA 30680	CHB Acquisition Services, LLC P.O. Box 632, 29 W. Gibson St. Warrenton, GA 30828	Johnson, Mimiran & Thompson, Inc. (JMT) 1821 Highway 19N Thomaston, GA 30286	Colliers Engineering & Design, Inc. 1305Mall of Georgia Blvd, Suite 120 Buford, GA 30519	Atlas Technical Consultants, LLC 2450 Commerce Avenue, Suite 100 Duluth, GA 30096	Gresham Smith 600 West Peachtree Street, Suiter 1550 Atlanta, GA 30308	Sonya Bradley - Prominent Realty LLC 2274 Salem Road, Ste 106-194 Conyers, GA 30013
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**															
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**								**Weighted Scores**							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	3.5	4.25	5	3	3	5.0	3.8	4.5	70.0	85.0	100.0	60.0	60.0	100.0	75.0	90.0
3. Organization & Approach	(0-5)	15	3.25	4.5	5	3	3.5	5.0	3.8	3.3	48.8	67.5	75.0	45.0	52.5	75.0	56.3	48.8
4. Scope of Services •Property Appraisal, Property Acquisition including relocation, Easements Acquisition, and Right of Entry documentation Services. •Understanding of GDOT (ROW -LAP) appraisal process and service deliver approach.	(0-5)	30	3.5	4.5	5	3.5	3.5	5.0	3.5	3.8	105.0	135.0	150.0	105.0	105.0	150.0	105.0	114.0
5.Schedule of Work	(0-5)	5	5	5	5	5	4.5	5.0	4.5	4.5	25.0	25.0	25.0	25.0	22.5	25.0	22.5	22.5
6. References	(0-5)	5	5	5	5	5	5	5.0	5.0	5.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			20.25	23.25	25	19.5	19.5	25	20.5	21.05	273.8	337.5	375.0	260.0	265.0	375.0	283.8	300.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
8. Presentation by Team	(0-5)	10									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. **Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-weighted**																		
Lowest Fees	50						50				0.0	0.0	0.0	0.0	50.0	0.0	0.0	0.0
Second	30				30			30.0			0.0	0.0	30.0	0.0	0.0	30.0	0.0	0.0
Third	20					20					0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0
Forth	10								10.0		0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0
Fifth	5			5						5.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	5.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	5.0	30.0	20.0	50.0	30.0	10.0	5.0	0.0	5.0	30.0	20.0	50.0	30.0	10.0	5.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
Total Cumulative Score (Maximum point is 500)			20.3	28.3	55.0	39.5	69.5	55.0	30.5	26.1	273.8	342.5	405.0	280.0	315.0	405.0	293.8	305.3

Internal Use Only

Evaluator: **Date:** **Phase I - 8/6/26**

Procurement DepartmentRepresentative:_____

Procurement Department Completion Date: **Phase I - 8/6/26**

FEE PROPOSAL

(Please submit in a separately sealed envelope)

	Job Classification	Hourly Rate*
1	Project Manager	$265
2	Appraiser	$265
3	Negotiator	$195
4	Acquisition Agent	$195
5	Senior Acquisition Agent	$210
6	Relocation Agent	$210
7	Senior Relocation Agent	$210
8	Administrative Assistant	$95

Appraisal Services

	Job Classification	388C Appraisal Report	388 N Appraisal Report
1	<5 Parcels	$3,200	$7,500
2	5 to 10 Parcels	$3,000	$6,500
3	10 to 15 Parcels	$2,800	$5,900
4	15 to 25 Parcels	$2,600	$5,300
5	25 to 100 Parcels	$2,400	$4,600
6	>100 Parcels	$2,200	$4,000

Appraisal Services - Detailed Cost Estimate (for State Routes and Federal Projects)

	Job Classification	Unit Rate
1	<5 Parcels	$4,500
2	5 to 10 Parcels	$6,500
3	10 to 15 Parcels	$8,500
4	15 to 25 Parcels	$10,500
5	25 to 100 Parcels	$12,000
6	>100 Parcels	$16,000

Note: The above Fees "Do Not" include the cost for CTC Reports/Specialty Reports.

Legal Services - (Titles, Legal Descriptions, Closing)

	Job Classification	Unit Rate
1	<5 Parcels	$4,000
2	5 to 10 Parcels	$3,900
3	10 to 15 Parcels	$3,800
4	15 to 25 Parcels	$3,700
5	25 to 100 Parcels	$3,600
6	>100 Parcels	$3,500

- Hourly Rate should include direct expenses cost (such as vehicle, phone, per diem, lodging etc.}. There will be no separate pay item for those and other incidental items.
- Augusta, GA may consider selecting multiple qualified consultants from the submitted proposals and contract award will be based on negotiated unit prices.
- Unite rate for Legal Services (Titles, Legal Description, Closing) will be per parcel not per hour.

SUBMITTED BY:

NAME: Don Clerici, PE

COMPANY: LJA Engineering, Inc.

ADDRESS: 89 E Athens Street

CITY/STATE: Winder, Georgia 30680

TELEPHONE NO.: 706-471-0168 FAX NO.:

EMAIL: dclerici@lja.com

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: 26-147 On-Call Property Appraisal and Acquisition Professional Services.

FEE PROPOSAL

(Please submit in a separately sealed envelope)

	Job Classification	Hourly Rate*
1	Project Manager	$125
2	Appraiser	$250
3	Negotiator	$100
4	Acquisition Agent	$100
5	Senior Acquisition Agent	$125
6	Relocation Agent	$100
7	Senior Relocation Agent	$125
8	Administrative Assistant	$90

Appraisal Services

	Job Classification	388C Appraisal Report	388 N Appraisal Report
1	<5 Parcels	$2,750	$5,500
2	5 to 10 Parcels	$2,500	$5,250
3	10 to 15 Parcels	$2,250	$4,950
4	15 to 25 Parcels	$2,100	$4,950
5	25 to 100 Parcels	$2,000	$4,500
6	>100 Parcels	$1,750	$4,250

Appraisal Services – Detailed Cost Estimate (for State Routes and Federal Projects)

	Job Classification	Unit Rate
1	<5 Parcels	$5,000
2	5 to 10 Parcels	$6,000
3	10 to 15 Parcels	$7,000
4	15 to 25 Parcels	$8,000
5	25 to 100 Parcels	$9,000
6	>100 Parcels	$10,000

Legal Services – (Titles, Legal Descriptions, Closing)

	Job Classification	Unit Rate
1	<5 Parcels	$1,200
2	5 to 10 Parcels	$1,200
3	10 to 15 Parcels	$1,200
4	15 to 25 Parcels	$1,200
5	25 to 100 Parcels	$1,200
6	>100 Parcels	$1,200

- Hourly Rate should include direct expenses cost (such as vehicle, phone, per diem, lodging etc.). There will be no separate pay item for those and other incidental items.
- Augusta, GA may consider selecting multiple qualified consultants from the submitted proposals and contract award will be based on negotiated unit prices.
- Unite rate for Legal Services (Titles, Legal Description, Closing) will be per parcel not per hour.

SUBMITTED BY:

NAME: Cheryl H. Brewer

COMPANY: CHB Acquisition Services, LLC

ADDRESS: 29 W. Gibson St., P. O. Box 632

CITY/STATE: Warrenton, Ga. 30828

TELEPHONE NO.: (706) 832-1412 FAX NO.: _____

EMAIL: chbacq11@gmail.com

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: 26-147 On-Call Property Appraisal and Acquisition Professional Services.

FEE PROPOSAL

(Please submit in a separately sealed envelope)

	Job Classification	Hourly Rate*
1	Project Manager	$190.00
2	Appraiser	$175.00
3	Negotiator	$130.00
4	Acquisition Agent	$130.00
5	Senior Acquisition Agent	$130.00
6	Relocation Agent	$150.00
7	Senior Relocation Agent	$150.00
8	Administrative Assistant	$ 70.00

App raisal Services

	Job Classification	388C Appraisal Report	388 N Appraisal Report
1	<5 Parcels	$2,500.00	$3,800.00
2	5 to 10 Parcels	$2,500.00	$3,750.00
3	10 to 15 Parcels	$2,500.00	$3,650.00
4	15 to 25 Parcels	$2,500.00	$3,600.00
5	25 to 100 Parcels	$2,350.00	$3,500.00
6	>100 Parcels	$2,250.00	$3,400.00

App raisal Services – Detailed Cost Estimate(for State Routes and Federal Prq ects

	Job Classification	Unit Rate
1	<5 Parcels	$900.00
2	5 to 10 Parcels	$500.00
3	10 to 15 Parcels	$400.00
4	15 to 25 Parcels	$250.00
5	25 to 100 Parcels	$225.00
6	>100 Parcels	$200.00

Legal Services – Detailed Cost Estimate (Titles, Legal Descriptions, Closing)

	Job Classification	Unit Rate
1	<5 Parcels	$3,000.00
2	5 to 10 Parcels	$3,000.00
3	10 to 15 Parcels	$3,000.00
4	15 to 25 Parcels	$3,000.00
5	25 to 100 Parcels	$2,850.00
6	>100 Parcels	$2,750.00

- Hourly Rate should include direct expenses cost (such as vehicle, phone, per diem, lodging etc.). There will be no separate pay item for those and other incidental items.
- Augusta, GA may consider selecting multiple qualified consultants from the submitted proposals and contract award will be based on negotiated unit prices.
- Unite rate for Legal Services (Titles, Legal Description, Closing) will be per parcel not per hour.

SUBMITTED BY:

NAME: Todd I. Long, PE, PTOE

COMPANY: Atlas Technical Consultants LLC

ADDRESS: 2450 Commerce Avenue, Suite 100

CITY/STATE: Duluth, GA 30096

TELEPHONE NO.: 770.263.5945 / 770.530.9194 (cell) FAX NO.: N/A

EMAIL: todd.long@oneatlas.com

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: 26-147 On-Call Property Appraisal and Acquisition Professional Services.

Vann Appraisal Services
2041 Central Ave
Augusta, GA 30904

Dorr Appraisal
2534 Central Ave
Augusta, GA 30904
(RETURNED MAIL)

Hollingsworth Appraisal Company
1524 Monte Sano Ave
Augusta, GA 30904

Augusta Appraisal Co LLC
3540 Wheeler Rd Ste 209
Augusta, GA 30909

Baker Appraisal Co
4159 Wheeler Rd
Martinez, GA 30907
(RETURNED MAIL)

Hardy Appraisal Co
512 Pineview Ct
Augusta, GA 30907

Sims Appraisal Services
3726 Executive Center Dr
Martinez, GA 30907

Maxwell Appraisal Group
1450 Greene St Suite 555
Augusta, GA 30901

Garrett Appraisals Inc
3540 Wheeler Rd Ste 111
Augusta, Ga 30909

Blitch Appraisal Co Inc
3540 Wheeler Rd Ste 104
Augusta, GA 30909

May Appraisal Co
573 Blue Ridge Crossing
Evans, GA 30809

Main Street Appraisal Inc
815 West Ave
North Augusta, SC 29841
(RETURNED MAIL)

Woodward & Associates
815 West Ave
North Augusta, SC 29841
(RETURNED MAIL)

Morgan & Morgan Re Appraisal
2891 Pepperdine Dr
Hephzibah, GA 30815

Tri-State Appraisal Services
3540 Wheeler Rd Ste 112
Augusta, GA 30609

McNeill Appraisal Services, LLC
30 Colony Pkwy
Aiken, SC 29803

Perdue Appraisal Services
505 E Buena Vista Ave
North Augusta, SC 29841

Burkett Real Estate Group LLC
3540 Wheeler Rd Ste 209
Augusta, GA 30909

Dr. Hameed Malik
Engineering

June Jamal
Engineering

Dr. Yolonda Jackson
Compliance

RFP 22-147 On-Call Property Appraisal & Acquisition Professional Services for Engineering and Environmental Services Dept
RFP Due: Mon, 6/22/26 @11:00 a.m.

RFP 22-147 On-Call Property Appraisal & Acquisition Professional Services for Engineering and Environmental Services Dept
Mail Date: 5/22/2026

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Planholders

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Supplier (10)

Supplier	Download Date
Astro Appraisal Management	05/28/2026
Carter Hazel & Asscociates, Inc.	06/12/2026
Dodge Data	05/22/2026
GovGuide	05/24/2026
JLL Valuation & Advisory Services LLC	05/27/2026
LTL-Schock Group	05/27/2026
Onvia, Inc. - Content Department	05/22/2026
THE RKP AGENCY LLC	05/24/2026
The W Real Estate and Investment Group	06/16/2026
Withum	06/01/2026

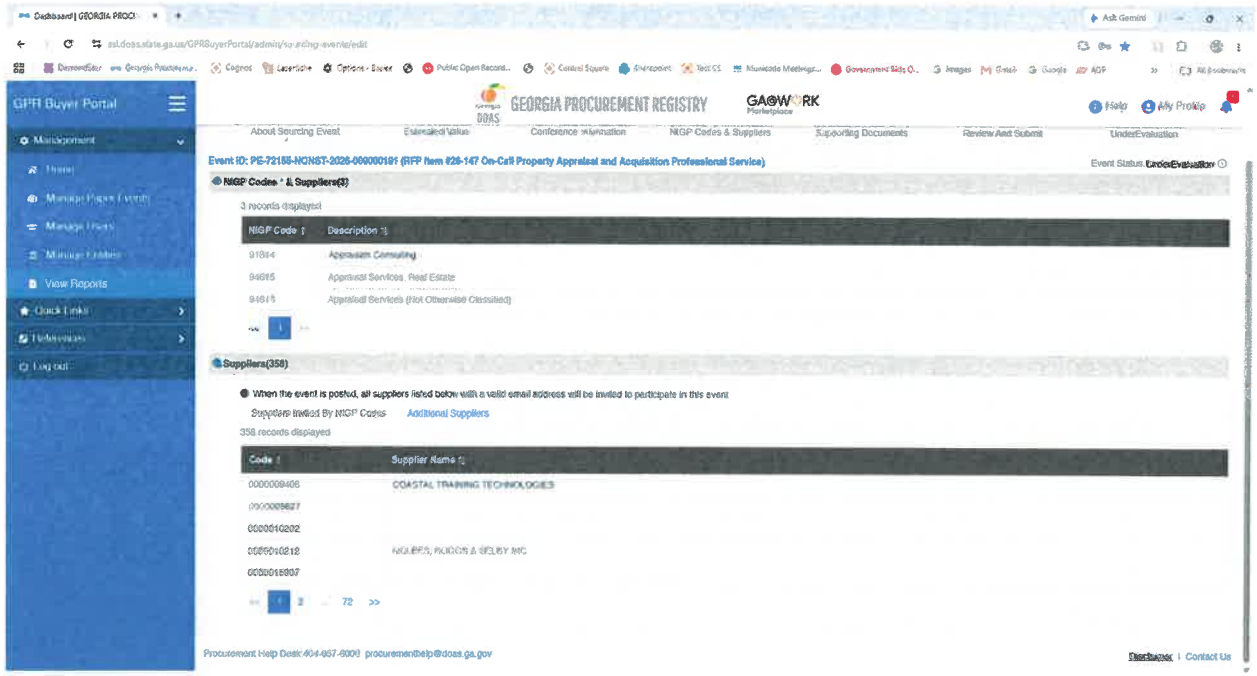
Add Supplier

Supplier Details

Supplier Name	Astro Appraisal Management
Contact Name	Astrelain Josue
Address	20900 NE 30th Ave Suite 200 , Miami, FL 33180
Email	Ajosue@astroamc.com
Phone Number	(30-5) -308-6842

Remove

Documents


GPR Buyer Portal
Management
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Quick Links
Resources
Log out
GEORGIA PROCUREMENT REGISTRY
GAGOVWORK
Help
About Sourcing Event
Conference Information
NIGP Codes & Suppliers
Supporting Documents
Review And Submit
UnderEvaluation
Event ID: PE-72155-NCNST-2026-00000191 (RFP Item #26-147 On-Call Property Appraisal and Acquisition Professional Service)
Event Status:
NIGP Codes * & Suppliers(3)
3 records displayed
NIGP Code
Description
91864
Appraisals Consulting
94615
Appraisal Services, Real Estate
94615
Appraisal Services (Not Otherwise Classified)
Suppliers(358)
When the event is posted, all suppliers listed below with a valid email address will be invited to participate in this event
Suppliers Invited By NIGP Codes
Additional Suppliers
358 records displayed
Code
Supplier Name
0000009406
COASTAL TRAINING TECHNOLOGIES
0000029627
0000040202
0000040218
0000018907
72
Procurement Help Desk: 404-657-6000 procurementhelp@doas.ga.gov
Contact Us

FYI: Process Regarding Request for Proposals

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

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

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

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Meeting Name

Meeting Date: 11/24/2026

Engineering Support Services for Waterline Upgrade

Department:	Utilities
Presenter:	Wes Byne
Caption:	Engineering Support Services for Utilities
Background:	AUD has identified the need for engineering services to design a waterline along Forest Rd in Augusta. AUD met with Ardurra and developed a scope to perform the design. The services include survey, design, and pre-construction activities. (RFQ 24-132)
Analysis:	AUD has reviewed the proposal and found it to be consistent with similarly scoped design proposals. Ardurra is a pre-qualified vendor from RFQ 24-132.
Financial Impact:	$131,400 from account 507043490-5212115 / 82400050-5212115
Alternatives:	Don’t conduct the waterline design.
Recommendation:	Approve Engineering Support Services for Forest Rd Waterline Upgrade
Funds are available in the following accounts:	507043490-5212115 / 82400050-5212115
REVIEWED AND APPROVED BY:	FWB

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August 10, 2026

Mr. Wes Byne
Augusta Utilities Department, Director
452 Walker Street
Augusta, GA 30901

Re: AUD Proposal for Engineering Services
Forest Road Waterline Connection

Dear Mr. Byne:

Ardurra Group, Inc. (Ardurra) is pleased to have the opportunity to provide this proposal for professional engineering services related to the above referenced project. We understand that the basic requirements of this project are to provide initial and final construction plans for the connection of a 6" waterline in the 521 system including fire hydrants. Ardurra intends to provide the technical resources for engineering design and services during construction as described in the following Scope of Work.

SCOPE OF WORK

We propose to provide the following services for Project Design of the Forest Road Waterline Connection consisting of approximately 3700 LF of 6" waterline. This will connect two parts of the 521 system from near the intersection of Forest Road and Pine Ridge Drive East over to the intersection of Forest Road and Fairbluff Road. The activities that are included are described as follows:

- **Preliminary Design (50% Submittal)**
    - Review of all record data / Staff Coordination
    - Complete drawings and specifications to 50% level based on the scope of work listed above.
    - Preliminary Cost Estimate

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- Design workshop with AUD. Ardurra will provide electronic (PDF format) drawings and project manual for AUD to review. Ardurra will meet with AUD staff to review comments.

- **Final Design (90% Submittal)**
  - Make changes to drawings and specifications based on 50% project review.
  - Design workshop with AUD. Ardurra will provide electronic (PDF format) construction drawings and project manual for AUD to review. Ardurra will meet with AUD staff to review comments. Following the review, Ardurra will finalize plans and specifications for Bid.

- **Bid Phase Services**
  - Ardurra will attend a pre-bid meeting (if scheduled by AUD) and prepare addenda if required based on Request for Information (RFI) from prospective bidders.
  - Ardurra will prepare a bid tab of bids received, evaluate bids and make recommendations of award based on bids received.

- **Construction Phase Services**
  - Ardurra recommends the following services during the construction phase of the project. These services are based on an estimated nine-month period of construction:
    - Construction Contract Preparation
    - Preconstruction Conference
    - Submittal Review
    - Responses to Contractors RFI's
    - Pay Application Review
    - Construction Monthly Progress Meetings (Inspection Services not included)
    - Record Drawings Preparation

SCHEDULE

Ardurra is available to begin work immediately upon receipt of this signed proposal.

- Preliminary Design (50%): 6 weeks (from receipt of NTP)
- Final Design (90%): 4 Weeks - After comments received from Preliminary Design Review

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- Bid Documents: 2 Weeks – After Comments received from Final Design Review

PROJECT FEES

Ardurra proposes to provide these services for a base lump sum fee of $131,400.00. The estimated costs of construction and the project engineering budget breakdown are attached. Invoicing for the project will be submitted to AUD on a monthly basis. Extra Services, if ordered by AUD, will be billed on an hourly basis in accordance with our attached standard rates and after prior approval. Mileage and printing reimbursables have been included in the basic services. Resident Project Representative and inspection services are not included as a part of this proposal.

Should this approach meet with your approval please return a signed copy of this letter at your earliest convenience. We look forward to working with AUD on this important project.

Very truly yours,
Ardurra Group, Inc.

Jeffrey L Duplantis, MS, PE, PMP
Client Service Manager

Attachments: Preliminary Cost Estimate
Engineering Fee Breakdown
Standard Engineering Rates

Augusta GA
Board of Commissioners

_____ _____
Signature Date

FOREST ROAD WATERLINE - OPINION OF PROBABLE CONSTRUCTION COST

ITEM	QUANTITY	UNIT	PRICE PER UNIT	TOTAL
Mobilization	1	LS	$26,000	$26,000
Fire hydrant	8	EA	$10,700	$85,600
6" Class 350 DIP	3700	LF	$120	$444,000
6" Gate Valve	3	EA	$3,000	$9,000
6" 11.25 Degree Bend	30	EA	$845	$25,350
Driveway Crossings	16	EA	$1,600	$25,600
Water main tie-in	2	EA	$7,500	$15,000
Service Connection to Existing Meter (Short Side)	50	EA	$1,900	$95,000
Service Connection to Existing Meter (Long Side)	50	EA	$2,100	$105,000
Erosion Prevention and Sedimentation Control	3700	LF	$4	$14,800
Grassing	0.85	AC	$7,000	$5,950
6" MegaLug Fitting	1	LS	$20,000	$20,000
Decommission Existing Water Line	1	LS	$15,000	$15,000
Temporary Traffic Control	1	LS	$5,000	$5,000
			TOTAL	$891,300
			Contingency (20%)	$178,260
				$1,069,560

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PROJECT FEE ESTIMATE
Forest Road Waterline Const Est $1,100,000
Revised : 8/10/2026

			Fee Summary
0	**Project Management**		$8,000
		Project Management Subtotal	$8,000
1	**Task 1 – Preliminary Design**		
1.1	Review of all record data/ Staff Coordination		$2,500
1.2	50% Drawings		$28,100
1.3	50% Specifications		$9,500
1.4	Preliminary Cost Estimate		$5,500
1.5	Design Workshop with AUD		$4,000
		Task 1 Subtotal	$49,600
2	**Task 2 –Final Design**		
2.1	90% Design Drawings		$13,100
2.2	90% Specifications		$3,500
2.3	Cost Estimate		$2,500
2.4	Design Workshop with AUD		$3,100
		Task 2 Subtotal	$22,200
		Design Phase Total	**$71,800**
3	**Task 3 – Bid Phase Services**		
3.1	Pre-Bid Meeting		$3,100
3.2	Addendum/ RFI		$3,500
3.3	Bid Opening		$2,100
		Task 3 Subtotal	$8,700
4	**Task 4 - Construction Phase Services**		
4.1	Construction Contract Preparation		$8,200
4.2	Preconstruction Conference		$3,500
4.3	Submittal Reviews		$5,000
4.4	RFIs, Change Orders		$5,500
4.5	Review Contractor Pay Requests		$4,200
4.6	Monthly Progress Meetings		$13,000
4.7	Record Drawing Preparation		$3,500
		Task 4 Subtotal	$42,900
		Construction Phase Total	**$51,600**
		Fee Total	**$131,400**

Exhibit A—Fiscal Year 2026 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2026 compensation and hourly per diem rate schedule of charges.

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2026 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	305	Sr. Engineering Designer	175
Principal	305	CADD Designer III	160
Practice Director	305	CADD Designer II	130
Senior Reviewer / Consultant	275	CADD Designer I	120
Group Leader /Project Director	280	Sr. GIS Analyst	185
Senior Project Manager	270	GIS Analyst	160
Project Manager	245	GIS Tech	140
Professional Engineer V	260	Clerical/Administrative IV	140
Professional Engineer IV	245	Clerical/Administrative III	120
Professional Engineer III	215	Clerical/Administrative II	105
Professional Engineer II	195	Clerical/Administrative I	90
Professional Engineer I	175	Senior Construction Manager	265
Engineering Associate II	155	Construction Manager	240
Engineering Associate I	140	Construction Inspector III	165
Senior Electrical Engineer	285	Construction Inspector II	150
Electrical Engineer	210	Construction Inspector I	120
Sr. Funding Support Specialist	155	SUE Manager	160
Funding Support Specialist	145	SUE Supervisor	120
Sr. Project Controller	175	Field / SUE Tech III	100
Project Controller	160	Field / SUE Tech II	90
Sr. Planner	220	Field / SUE Tech I	80
Planner	165	2- Man Line Verification Field Team (1)	240
Sr. Scientist	180	2-Man Manhole Inspection Crew (2)	205
Scientist	160	1-Man GPR/Locating Crew (3)	180
		1-Man GPS Crew (4)	155

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost (IRS Rate)
Special Shipping	Cost + 5%
Lodging & Travel	Cost
Laboratory Tests & Analysis	Cost + 5%
Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services / Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

******** END *******

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services for Augusta, GA - Utilities Department RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshcmidt Associates, Inc. 141 Main Street Pittdfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

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Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road,Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services for Augusta, GA - Utilities Department RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

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Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non-Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132
Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

Meeting Name

Meeting Date: 11/24/2026

Engineering Support Services for Fort Gordon DCIP Grant Application

Department:	Utilities
Presenter:	Wes Byne
Caption:	Engineering Support Services for Fort Gordon DCIP Grant Application
Background:	AUD has identified the need for engineering services to develop a Preliminary Engineering Report (PER) to support a Defense Communities Infrastructure Program grant application which is due in June 2027. Ardurra has supported previous AUD grant applications, and has been successful in ensuring the applications are submitted and processed in a timely manner. AUD needs to complete this scope of work quickly to ensure eligibility for this grant opportunity.
Analysis:	AUD has reviewed the proposal and found it to be consistent with similarly scoped design proposals.
Financial Impact:	$370,000 from account 507043490-5212115 / 82400050-5212115
Alternatives:	Don’t conduct the PER for the grant application.
Recommendation:	Approve Engineering Support Services for Fort Gordon DCIP Grant Application
Funds are available in the following accounts:	507043490-5212115 / 82400050-5212115
REVIEWED AND APPROVED BY:	FWB

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT:	Ardurra Group, Inc.
PROJECT:	Fort Gordon Water Treatment Plant Preliminary Engineering Report
DATE EXECUTED:	
DATE COMPLETED:	

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _ _____, 2026__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and Ardurra Group, Inc,* a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Fort Gordon Water Treatment Plant Preliminary Engineering Report

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:

GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on

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

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

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

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

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

15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of $5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

ATTEST CLERK:

_____

PRINTED NAME: _____
AS ITS: **Clerk of Commission**

DATE: _____

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME Joseph E. Downey, Jr.

AS ITS:: South Region Growth Director

ATTEST:

_____

PRINTED NAME Jeffrey L Duplantis
AS ITS: Client Services Manager

DATE: 7/31/26

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the PROJECT, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the PROJECT requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for services to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the PROJECT activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA
CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW
CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE
The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

ATTACHMENT A – SCOPE OF SERVICES

Article A. Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group, Inc) to proceed with professional engineering and technical services associated with the Fort Gordon Water Treatment Plant Preliminary Engineer Report (PROJECT) for the City of Augusta, GA (CITY).

The CITY's contract to provide potable water service to Fort Gordon is a critical operational need that has to provide a consistent level of service at all times. During severe events the ability to meet this requirement has been tested. The CITY wishes to pursue water supply upgrades to the Fort that will allow for a consistent level of service in all conditions. This project will investigate the use of potential water supply additions, water treatment and water supply controls that would allow the Fort to be self-sustaining during severe events. The goal of this PER will be to develop preferred alternatives for these changes and understand the critical steps and cost to implement the modifications. This work product will be used to compete for future grant opportunities or funding sources through the federal government for infrastructure upgrades that improve the redundancy and level of service to the Fort and troops that serve our nation.

The PROJECT generally includes the following scope tasks:

- Funding Assistance
- Preliminary Engineering Report
- Permitting Analysis

The activities that are included are described in Article B. Scope of Services.

Article B. Scope of Services

The CONSULTANT agrees to provide general professional engineering and technical services for the PROJECT as presented below:

Task No. 1 – Preliminary Engineering Report

Development of the Preliminary Engineering Report (PER) will include the following subtasks:

1.1 Data Collection and Review

Data collection will begin with a review of historical data, land use records, and capacity requirements to assess existing requirements for water supply at Fort Gordon. This may include gathering existing Fort Gordon drawings, hydraulic profiles, flow data, equipment sheets, and pump data. A full regulatory review of any design standards will also be completed under this sub-task.

1.2 Design Criteria Development

Stakeholder input, regulatory requirements, and industry's best practices will be incorporated to establish design criteria. Our Team will review existing data and establish flow design criteria for Fort Gordon – average, peak, and any future growth. From this,

we will define treatment capacity and redundancy for the new water treatment facility, including storage. Our Electrical and I&C team will review with CITY staff all existing and proposed design criteria to develop appropriate power and SCADA needs. CITY staff input will be crucial to determining the optimal operational criteria for the facility.

1.3 Alternatives Analysis

As part of the PER, an alternative analysis will be prepared and presented. These alternatives will methodically compare technical feasibility, lifecycle cost, constructability, and environmental impact. A thorough evaluation of possible treatment systems will be completed as well as potential configurations and siting options. Our Team will work closely with manufacturers to ensure complete understanding of equipment capabilities and compatibility. These findings will lead to recommendations for phased improvements that address both immediate needs and long-term sustainability.

1.4 Hydraulic Evaluation

Hydraulic modeling and pump performance analysis will be utilized to evaluate system limitations and identify potential bottlenecks. As part of the evaluation, our Team will develop system head curves and verify system hydraulics to ensure the existing system piping is sized and routed correctly.

1.5 Site Layout and Preliminary Drawings

The PER will serve to document a basis of design, or 15% design. For this level of design, a conceptual site plan and layout will be presented. The goal will be to depict general structures, equipment and piping layout, address access, safety and any maintenance considerations. All site layout and planning will be based on available mapping provided by AUD. No additional mapping or survey will be done during this phase.

1.6 Cost Estimates

As part of the PER, we will provide opinions of probable construction cost for each alternative (as listed above). Capital cost, O&M, and life-cycle cost will be presented for each alternative.

1.7 Recommended Alternative

With valuable input from all stakeholders, a preferred option will be selected and clearly laid out in the PER based on technical, economic, and operational factors. This will satisfy both the regulatory requirements for the PER as well as give the CITY a clear and concise design document moving forward to detailed design.

Methodology

The following sub-tasks will be associated with the PER project.

- **Kickoff Meeting:** Confirm goals, data needs, and stakeholder expectations.
- **Field Investigation:** Conduct site visits and condition assessments
- **Modeling:** Perform hydraulic modeling for pump sizing.

- **Stakeholder Workshops:** Review alternatives, equipment selections, capital cost, and select preferred option.
- **Draft PER:** Submit for review and incorporate comments.
- **Final PER:** Deliver signed report with recommendations.

Deliverables

Our Team will submit a draft report, final report, and conceptual (15%) design drawings. Those drawings will include front ends, plan and sections of the proposed Fort Gordon water treatment facility and any necessary additional assets such as storage and additional piping. Additionally, a 15% cost estimate and updated schedule will be submitted.

Schedule

The following presents our Team's proposed schedule to meet expectations of the CITY to complete this PER.

- Estimated duration: 20 weeks
- Data Collection, Site Visits, Regulatory Reviews: 8 weeks
- Analysis & Alternatives: 6 weeks
- Draft PER: 4 weeks
- Final PER: 2 weeks

Assumptions

It is assumed that site access at Fort Gordon will be available throughout the project.

Project Meetings and Workshops

CONSULTANT's standard project approach is to utilize in-person workshops as a standard operating protocol. We propose holding two workshops, apart from the kick-off meeting, through the duration of the project to foster a collaborative working environment between the CITY and CONSULTANT. These workshops will be used for information transfer, to facilitate communication, and to facilitate decision-making. We will coordinate with the CITY to hold these workshops at the CITY main office or onsite at the Fort Gordon CITY office unless otherwise mutually agreed to. These workshops will serve to maintain effective communication through the project. CONSULTANT will prepare and submit meetings notes for all meetings and will adjudicate any comments to the meeting summaries. The kick-off meeting shall include discussions of anticipated outcomes of the project, plans for maintaining the project schedule, exchange of contact information, and other pertinent topics as described later in this proposal.

Quality Assurance & Quality Control

The Project Management Institute (PMI) defines Quality Assurance as the process performed within the execution phase of a project, while QC is administered throughout the entire project life cycle. CONSULTANT is committed to proactive Quality Assurance & Quality Control (QA/QC), demonstrated by our dedication to assign qualified principals with many years of experience both private and public leadership roles to the design oversight and QA/QC task.

CONSULTANT is committed to quality management and will implement quality tools such as project instructions and workplan development and implementation, scheduling, team meetings, client workshops, and the regular provision of status reports. Utilized together, these tools will ensure the completion of the project within the agreed upon schedule and budgetary constraints. In addition, through the QA/QC processes, one or more senior project consultants will periodically and independently audit the progress for compliance with the cost and schedule objectives.

Quality has always been at the heart of CONSULTANT's culture and success. Our efforts to provide QA/QC with all project deliverables are based on a quality approach that has the following features:

- The client's perception of quality counts.
- Our project team and management approach build quality in, rather than fixing it at the end.
- The right experienced personnel are assigned to the right project.
- All members of our management and staff are committed to delivering quality.
- All our work should continually add value to the client's objectives.

In short, our Team will provide Quality Assurance and Quality Control for the CITY's project by utilizing experienced QA/QC Managers to monitor and improve project tasks. CONSULTANT proposes to perform quality assurance reviews as the work progresses to verify the accuracy and completeness of text, tables, drawings, and other documents.

The consideration of the following issues (as a minimum) will be included in these reviews.

- ✓ Compliance with project criteria
- ✓ Agreement between related design memos, meeting notes, related drawings, and written documents
- ✓ Compliance with applicable codes—local, state, and federal
- ✓ Memoranda and report text agreement with supporting calculations
- ✓ Adequacy of materials and equipment being recommended
- ✓ Proper orientation of all plans
- ✓ Accuracy of dimensions
- ✓ Adequacy of operability, maintainability, and usability
- ✓ Implications of existing and surrounding site conditions
- ✓ Consideration of constructability for recommended facilities

CONSULTANT understands the CITY's engineering and operations staff will perform a comprehensive review of all documents submitted. Once the CITY's review comments are returned, CONSULTANT understands that we are expected to provide our responses to CITY comments in writing and that as necessary, meetings may be held to resolve outstanding issues.

Task No. 2 – Funding Assistance

Defense Community Infrastructure Program (DCIP) OVERVIEW

Per the FY2026 Notice of Funding Opportunity (FONO), the Office of Local Defense Community Cooperation under the Defense Community Infrastructure Program is to assist state and local governments, and not-for-profit, member-owned utilities, in addressing deficiencies in community infrastructure supportive of a military installation.

For purposes of the DCIP, "community infrastructure" includes projects related to transportation; schools; hospitals; police, fire, or emergency response, or other community support facilities; utility projects (e.g., water, wastewater, telecommunications, electric and natural gas facilities); and demolition projects. The facility or project itself must be owned by a state or local government, or a not-for-profit, member-owned utility. The facility addressed in the proposal must not be located on a military installation unless it is on property under the jurisdiction of a military department that is also subject to a real estate agreement (including a lease or an easement) held by an eligible community.

Eligible community infrastructure projects are any complete and usable transportation projects; community support facilities (e.g., school, hospital, police, fire, emergency response, or other community support facility); utility infrastructure projects (e.g., water, wastewater, telecommunications, electric, gas, or other utility infrastructure (with necessary cyber safeguards); or demolition projects that:

- are on land located off of a military installation or on property under the jurisdiction of a Secretary of a military department that is subject to a real estate agreement allowing the project or facility to be located on military property (including a lease or easement);
- support a military installation;
- are owned by a state, local government, or a not-for-profit, member-owned utility service;
- are supported by the installation commander representing the installation benefitting from the proposed project;
- are located where ground-disturbing work has not yet commenced; and,
- are construction-ready so that the project can be completed within five (5) years of grant award.

2.1 Funding Application Scope of Services

This scope of services is based on the FY2026 NOFO that includes completion of an application proposal and coordination with the CITY to obtain necessary information from Fort Gordon, and other relevant project stakeholders, in accordance with the application requirements outlined in the pending FY2027 DCIP NOFO (which will be released approximately Spring 2027).

A complete application proposal will include the complete Standard Form-424 (grants.gov form), summary of proposer and eligibility, summary of project enhancement category and community-installation need (including the installation letter of support with references to national security, if applicable), and summary of construction readiness. The CONSULTANT will provide the CITY

the draft application proposal for review and modifications prior to uploading the final to grant.gov.

The specific components of the funding application include (based on the FY2026 NOFO):

A. Completion of Standard Form (SF) 424 Form

This will include completion of the SF-424 (grants.gov form).

B. Summary of Proposer and Eligibility Section

This section provides information necessary to determine eligibility under the DCIP. Content for this section will include the following:

1. Entity Name & Contact Information. A) Entity name; b) Primary point of contact name, phone number, e-mail address, and organization address; and c) The organization's Unique Entity Identifier (UEI) as obtained from SAM.gov.
2. Project Name. Name the proposal as follows: Augusta-Richmond County "project type, benefitting installation, ZIP+4 code" (e.g., Johnson County Sewer Infrastructure Improvement Project for Fort Blue 44122-5555).
3. Proposed Project Location. Latitude and longitude coordinates (e.g., 38°51'12.9"N 77°02'56.1"W), to identify the approximate location for the proposed project, including the zip code(s). CONSULTANT will provide a proposed project location map for the application.
4. Project Type. Indicating the utility infrastructure project (e.g., water, wastewater, telecommunications, electric, gas, or other utility infrastructure) type.
5. Benefitting Installation. Identifying the primary military installation to benefit from the proposed project or if multiple installations benefit, please identify all installations.
6. Enhancement Category. Indicating the enhancement category benefitting a military installation: the readiness of a military department or mission assurance at a military installation, military family quality of life, military installation resilience, or contributing to training of cadets at an independent program at a covered educational institution.
7. Project Description. Describing the project type, the deficiencies in community infrastructure that the project will address, and the expected outcome after the project is implemented.
8. Quality of Life Prioritization. Attesting that no groundbreaking activity has occurred for the project and it is scoped as it was originally submitted and including a statement that this project is seeking priority consideration for the military family quality of life category.
9. Status of Local Cost Share Contributions. Indicating status for local cost share funding and source of the required thirty percent (30%)(at least) local cost share and/or another (non-Office of Local Defense Community Cooperation) federal grant source project cost contribution.

10. Funding and Project Management. Providing evidence of the CITY's ability and authority to manage funding; for example, a summary of past Federal funding received, the existence of project staff with federal funding management experience that will manage the project.

11. Submitting Official and Submission. Including documentation that the Submitting Official is authorized by the CITY to apply for funding opportunity and subsequently apply for assistance via grants.gov. The CONSULTANT will upload all required attachments and get the application to the point for review and submission by the CITY's Submitting Official prior to funding application deadline (estimated to be June 2027).

C. Summary of Community-Installation Need

This summary will provide information necessary to assess the characteristics of the proposed project against the criteria listed in the pending FY2027 NOFO. Will describe the proposed project and provide information on the community-installation need. A support letter from the benefitting installation commander must be included as part of this section.

1. A description of the proposed project. The project description must include the following pieces of information: a) A general description of the project; b) Major scope elements (e.g., site work, utility upgrades, horizontal construction, any installation of mechanical systems, etc.); c) Engineering information that demonstrates the technical feasibility of the construction project, and that the final project will be complete and usable; and d) The parties participating in successfully achieving the goals of the project, to include contemplated grant sub-recipients as defined by 2 C.F.R. § 200.1.

2. A description of how the project meets one of the enhancement categories identified below.

    a) A description of how/if the project will enhance the readiness of a military department or mission assurance at a military installation. Proposals will be evaluated based on their evidence that the proposed project will enhance the readiness of a military department or mission assurance at a military installation, ensuring the continued ability to produce, deploy, and sustain military forces that will perform successfully in combat. Projects in this category are essential to mission success and operations. An assertion an installation would fail. Proposals must describe how mission failure would occur and the associated impacts.

    b) A description how/if the project will enhance military family quality of life at a military installation, taking into consideration 10 U.S. Code § 2391(e)(4)(C). Proposals will be evaluated based on their evidence that the proposed project will enhance military family quality of life. Proposals will be evaluated based on the impact of the project on installation commuter workforce issues and the benefit of schools or other local "community support" infrastructure (e.g., childcare, health, fitness center/gymnasiums/recreation, utility infrastructure to support housing) off a military installation that will support members of the

armed forces and their dependents residing in the community near a military installation. Projects in this category provide facilities focused on improving the physical, psychological, and social well-being of service members and their families.

c) A description how/if the project will enhance military installation resilience, as defined in 10 U.S.C. § 101(f)(8). Proposals will be evaluated based on their demonstrated ability to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events and changes in environmental conditions that impact military installations or essential services. Projects in this category address conditions that are a result of a natural or man-made event. Projects address issues that may cause a temporary mission disruption or failure. These projects often provide redundancy and serve an installation and community versus being directly tied to an essential mission.

3. A narrative describing the community-installation need.

a) Details about how the completed project will address a specific deficiency in community infrastructure supportive of a military installation;

b) A summary of how the selected enhancement category addresses installation need including a description of how the absence of the proposed community infrastructure project degrades the readiness of a military department or mission assurance at a military installation, military family quality of life, military installation resilience;

c) A list of the benefits of the project and the likely beneficiaries of the project, including metrics such as an assessment of the population of military service members or cadets and/or their families that will benefit (e.g., 0-100% of the population); and

d) A letter of support from an installation commander of a benefitting installation. The CONSULTANT will assist the CITY with outlining the information needed for this letter.

D. Summary of Construction Readiness

The section will include narrative and evidence that the proposed project can commence (i.e., break ground) quickly enough to ensure that the project can be completed within five (5) years of a grant award date. The Summary of Construction Readiness section must contain information for the following:

1. Budget and funding sources.

a) Must provide a reasonable, allowable, and allocable project budget that demonstrates an understanding of eligible costs. Costs identified in this project budget must be broken out by major cost elements for project administration, inspection, construction, and contingency costs. This project budget must also identify the total cost for the proposed project, identifying which costs would be contributed by other sources of funding (e.g., other federal matching funds, cash on hand, in-kind contributions, etc.). An itemization or breakdown of

major cost elements must accompany the budget to show how the budget was developed. If soft costs (i.e., costs that are not direct construction costs) are required for grant management, planning, design, and execution are identified as part of the project budget, they must be funded as part of the local cost share portion of the project.

b) An overview of all funding sources, including for each proposed local cost share source a firm commitment and unconditioned availability (including any eligibility of federal funds to be counted as the funding contribution) to complete the project. The proposal itself must include evidence that the necessary local cost share funding will be available to execute the project prior to disbursement of Office of Local Defense Community Cooperation funds.

2. Proposed project schedule. A detailed project development schedule must be included that explains the project execution strategy. Must demonstrate that the project can commence quickly enough to ensure that the project can be completed no later than five (5) years following the obligation of federal funds.

a) Status and timeline to complete design and engineering for the project.

b) Status and identification of all required federal and state/local permits including status and timeline to obtain such permits; this includes construction, planning, and environmental permits, reviews, or authorizations.

c) Status and identification of federal and state/local environmental compliance and consultation requirements (e.g., National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)) and a detailed plan for their completion.

d) Timeline for contracting and bidding process.

e) Start and end dates of construction.

3. Status of site control.

Providing details on the status of site control for the life of the investment. If legal documentation (e.g., lease, deed, or easement) is available to affirm site control, the proposal should describe that legal documentation.

E. Time of Performance

The scope of work will begin once the draft preliminary engineering report is done and will be completed by or prior to the FY2027 funding application submission date (TBD).

Task No. 3 – Permitting Analysis

Permitting Analysis will include advising AUD on what permits may be required for the project, including preliminary assessments for Georgia EPD Stormwater Permit Notice of Intent and Georgia EPD Construction Permit. Permitting Analysis will be performed on an as needed basis with compensation being invoiced on a Cost-Plus basis.

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicted by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order**,** it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete or cost plus basis.

Compensation for professional engineering and technical services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Work Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

Fee Schedule for Fort Gordon Water Treatment Plant Preliminary Engineering Report		
Project Phases	**Unit**	**Unit Cost**
Task 1 – Preliminary Engineering Report	Lump Sum	$300,000
Task 2 – Funding Assistance	Lump Sum	$50,000
Task 3 – Permitting Analysis	Cost Plus	$15,000
Other Direct Costs	Cost Plus	$5,000
TOTAL		**$370,000**

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Name	Position	Specialty
Jeff Duplantis, PE	Principal/Project Manager	
Trey Wingate, PE	QA/QC	Water and Wastewater
Mark Weiss, PE	Structural Project Manager	Structural
Josh Blake, PE	Structural Project Engineer	Structural
Jim Smith, PE	Project Engineer	Water and Wastewater
Priya Veeravalli, PE	Project Engineer	Water and Wastewater
Dan Huggins, PE	Project Engineer	Water and Wastewater
Ben Lawrence, PE	Project Engineer	Water and Wastewater
Aaron Baird, PE	Project Engineer	Water and Wastewater
Donald Phillips, PE	Project Engineer	Water and Wastewater
Andrew Sheally, PE	Project Engineer	Water and Wastewater
Rich Schoeck, PE	Project Engineer	Water and Wastewater
Agata Ristow, PE	Project Engineer	Electrical
Chad Morris	Project Engineer	I&C
Colleen Simmons, CPM	Senior Funding Manager	Funding
Jeff Henderson	Inspector	Water and Wastewater
Calvin Herron	Surveyor / CAD	
Theresa Cutright	Administrative Assistant	

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The CONSULTANT shall begin work immediately after the Agreement is executed. The schedule for the PROJECT within this Consultant Services Agreement is as follows:

TASK	SCHEDULE
Preliminary Engineering Report	140 days from NTP
Funding Assistance	90 days from Advertisement
Permitting Assistance	30 days

The schedule outlined above does not account for the Engineering Design Services beyond the PER, as it is contingent upon the CITY's funding availability and is challenging to accurately estimate at this time.

The CONSULTANT acknowledges the project's objective of completing PER and Funding documents according to the schedule from NTP. However, it is important to note that the CITY understands and accepts that the CONSULTANT has no control over the CITY's review process, other agency permitting processes. As such, CONSULTANT cannot guarantee the exact timing of reviews, funding application issuance, or approvals. Delays due to funding approval processes and/or required design data are beyond the CONSULTANT's control.

CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items **(CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).**

Prior to Authorization To Proceed:

☑ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.

☑ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.

☑ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

☑ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.

☐ Provide CITY with information on the project site(s), including the following:

- Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
- Soil type(s)
- Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
- Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
- Identification of potential problems in meeting design objectives.

☑ Site Plan (If Required)

Throughout project:

☑ Prepare printed responses to comments received from the CITY following reviews.

☑ Provide the necessary plats for easement acquisition and DOT/other permit application.

☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.

☐ Prepare and submit plans to EPD for review and approval when required.

☑ Prepare plans and specifications, using Augusta Utilities Design Standards and Specifications (latest version). Specifications must mirror that provided by the CITY.

☑ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☑ Coordinate with the City Procurement Department to advertise the project.
☑ Fax bid information to CITY.
☑ Attend the Pre-Bid Meeting as a technical reference to the CITY.
☑ Prepare letter of recommendation for award of the contract.
☑ Develop conformed contract documents and forward to the CITY for execution.
☐ Attend the pre-construction meeting as a technical reference to the CITY.
☐ Provide clarification related to the plans/specifications throughout design and construction.
☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*
☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY
- Recommend design changes as field conflicts arise (site visits may be required)
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
- Provide clarification of plans and specifications throughout construction
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME: Jeffrey L Duplantis
TITLE: DIRECTOR	TITLE: Client Services Manager
DATE: _____	DATE: 7/31/26

ADDITIONAL SERVICES:

The following services are not included as part of this scope of services and would be performed only as authorized by the CITY. Authorization to proceed would be in the form of a revision to this scope of services.

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by CONSULTANT) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, or other government agency at their request will be considered an additional service.
3. Water system modeling beyond pipe sizing efforts.
4. Distribution system pressure and flow monitoring.
5. Permit fees, submittal and/or re-submittal fees.
6. Public meeting attendance.
7. Easement negotiation and acquisition. Title search or other related title opinion documentation. Property acquisition (including pipeline servitudes and rights-of way)
8. Services related to condemnation proceedings.
9. Flood plain delineation or flood studies.
10. US Army Corps of Engineers individual 404 permit.
11. Threatened and endangered species evaluations.
12. NPDES general construction permit storm water monitoring.
13. Funding pursuit, application or administration services.
14. Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond CONSULTANT's control.
15. Surveying services of site, route, topography, boundary or utilities. All surveying services, including construction staking and final as-built information will be performed by CITY. CONSULTANT will provide coordination effort only.
16. Services in connection with change orders to reflect changes requested by CITY, evaluating substitutions proposed by Contractor(s) after award, and services resulting from material, equipment or energy shortages.
17. Provide services that are outside the General Services During Construction for additional work resulting from prolonged delinquency; or as a result of damage to the construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of additional work resulting from litigation.
18. Prepare an Operations and Maintenance (O&M) Manual for the project to assist the CITY.
19. Modifications to existing buildings to provide handicap accessibility or otherwise meet ADA compliance
20. Landscape architecture and lawn irrigation
21. Design of natural gas feed lines and booster systems for standby generators
22. Geotechnical engineering services
23. Should additional non-destructive testing be required to determine the physical condition of specific assets, CONSULTANT will provide recommendations and additional costs for such tests.

24. CONSULTANT will only provide design services and field Instrumentation & Control assistance for the treatment facility ONLY. It is understood the CITY will be responsible for designing, installing, and providing all necessary SCADA controls, software, hardware, HMI configuration and testing to add the new facility to the CITY's existing SCADA system.
25. Environmental services, including wetlands delineation and permitting, of any type. CONSULTANT will provide a list of recommended consultants upon request and coordinate to assist in completion of this task if needed.
26. Traffic analysis or any design of off-site required traffic improvements per the analysis.
27. Services associated with CITY or FEMA flood zone revisions or requests to modify the existing flood zone designation.
28. Other Services not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

Meeting Name

Meeting Date: 11/24/2026

Engineering Support Services for JB Messerly Electrical Gear

Department:	Utilities
Presenter:	Wes Byne
Caption:	Engineering Support Services for JB Messerly Electrical Gear in the amount of $150,420.00 to Adurra. (RFQ 24-132)
Background:	AUD has identified the need for engineering services to evaluate the electrical switchgear, generators, and electrical appurtenances at the JB Messerly WWTP. This evaluation is needed prior to replacements and upgrades to the electrical gear which are required at the plant. The scope of work will include a Preliminary Engineering Report to recommend properly sized equipment which will work with existing equipment on-site. This will facilitate quicker replacement of the gear if funding is available through Helene SRF funding. Adurra is a pre-qualified vendor from RFQ 24-132.
Analysis:	AUD has reviewed the proposal and found it to be consistent with similarly scoped design proposals.
Financial Impact:	$150,420 from account 507043490-5212115 / 82400050-5212115
Alternatives:	Don’t conduct the waterline design.
Recommendation:	Approve Engineering Support Services for JB Messerly Electrical Gear
Funds are available in the following accounts:	507043490-5212115 / 82400050-5212115
REVIEWED AND APPROVED BY:	FWB

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Messerly WWTP Generator, Switchgear & Controls Evaluation

DATE EXECUTED:
DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _ _____, 2026__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and* Ardurra Group, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Messerly WWTP Generator, Switchgear & Controls Evaluation

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:

GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

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

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

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

15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of $5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY

owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the

CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the

time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME: Jeffrey L Duplantis

AS ITS: Client Service Manager

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

_____

PRINTED NAME: Joseph G. Crews

AS ITS: SE Water Practice Director

DATE: May 18, 2026

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITES

CITY-FURNISHED DATA
CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW
CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE
The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

ATTACHMENT A – SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT to provide professional engineering services to evaluate the condition, operability, and suitability of three existing diesel engine generators (each rated 2250 kW, 13.8 kV) and their associated paralleling switchgear and controls as the Messerly WWTP. The services will also include assessment of facility electrical loads, future demand projections, and evaluation of alternatives for replacement or upgrades, including fuel type considerations and operational strategies to optimize lifecycle cost.

Scope of Services

The scope of services for this project are of a consulting and analytical nature and are intended to support the CITY in evaluating existing infrastructure, identifying deficiencies, and developing strategies for reliable and cost-effective on-site power generation. CONSULTANT intends to perform the following services on behalf of the CITY:

1) Project Initiation and Data Collection
    a. Conduct a project kickoff meeting with CITY representatives to confirm scope, objectives, and available documentation.
    b. Request and review available record drawings, one-line diagrams, protection settings, generator control documentation, maintenance records, and historical operating data.
2) Existing Generator and Paralleling System Evaluation
    a. Perform field investigations of the three (3) 2250 kW, 13.8 kV diesel generators, including mechanical condition, electrical performance, and auxiliary systems.
    b. Evaluate existing paralleling switchgear, control systems, protective relaying, synchronization equipment, and communication networks.
    c. Identify deficiencies, obsolescence issues, failure modes, and potential root causes for the reported loss of automatic paralleling functionality.
3) Functional Testing and Operational Assessment
    a. Observe testing of generator units and paralleling system (as feasible) to verify operational capabilities.
    b. Assess manual and automatic synchronization features, load sharing performance, and protective schemes.
    c. Document findings and identify required repairs, upgrades, or replacements.
4) Load Analysis and Demand Evaluation
    a. Collect and analyze historical electrical load data for the facility.
    b. Develop current load profiles, including peak demand, base load, and critical versus non-critical loads.
    c. Evaluate projected load growth based on CITY-provided planning information and industry assumptions.
5) Generation System Alternatives Evaluation
    a. Assess suitability of existing diesel generation for continued use, rehabilitation, or replacement.

b. Evaluate alternative configurations including new diesel generators and natural gas-fueled generation systems.
c. Compare prime versus standby capacity options, redundancy requirements, and reliability criteria.
d. Evaluate feasibility of operating on-site generation for peak shaving and economic dispatch utilizing variable utility rate structures.

6) Conceptual Design Development
   a. Develop conceptual-level configurations for recommended generator plant improvements or replacement systems.
   b. Prepare preliminary one-line diagrams, site layout considerations, and equipment sizing approaches.
7) Opinion of Probable Construction Cost (AACE Class 5)
   a. Prepare an AACE Class 5 (Order-of-Magnitude) opinion of probable construction cost for viable alternatives.
   b. Include major cost components such as generators, switchgear, controls, fuel systems, installation, and associated infrastructure.
8) Technical Memorandum and Recommendations
   a. Prepare a technical memorandum summarizing findings of the evaluation, including system condition, operational issues, and risks.
   b. Provide recommendations for repair, upgrade, or replacement of the generation and paralleling systems.
   c. Include comparative evaluation of alternatives with advantages, disadvantages, and cost implications.
9) Meetings and Coordination
   a. Attend meetings with CITY as required to discuss findings, present alternatives, and refine recommendations. Meetings will be virtual unless otherwise listed.
   b. Provide engineering consultation and respond to CITY questions throughout the duration of the project.
10) Optional Services (to be authorized separately)
   a. Influent Pump Station Evaluation:
      i. Evaluate the existing single-feeder electrical configuration at the influent pump station.
      ii. Assess redundancy, reliability risks, and feasibility of electrical upgrades including dual-feed or standby power options.
   b. LSIG Switchgear line up Electrical System Evaluation:
      i. Assess existing low-voltage switchgear (LSIG) switchgear line up, including protective coordination, capacity, and condition.
   c. Evaluate feasibility of upgrades or replacements to improve reliability and compliance with current standards.
   d. Responding to general questions on engineering matters as requested by the CITY's designated representative.
   e. Perform any other professional services as required and specifically requested by the CITY.

Clarifications, Assumptions, and Exclusions

The CONSULTANT has the following clarificaiotns, assumptions, and exclusion for the scope of work listed above:

1) Testing will performed by a Manufacturer's representative or other qualified agency and will be procured by the CITY.
2) Load calculations will be based on supplied documentation from the CITY including but not limited to one-line diagrams, panel schedules, and arc flash analyses.

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not considered to be evidence of performance by the CONSULTANT to the point indicted by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT may also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order**,** it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete basis.

Compensation for design services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Director, will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are, but may not be limited to, the following:

Jeff Duplantis, PE, Client Services Manager		
Agata Ristow, PE, Group Lead		
Andrew Gibbs, PE, Project Director		
Ozzy Agbonavbare, PE, Electrical Engineer		
Theresa Cutright, Admin		

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The term of services will be six (6) months, with work commencing upon receipt of this signed agreement. The following schedule is approximate:

- Site Visit, Data Collection and Date Review: 6 weeks (from receipt of NTP)
- Load Analysis and Alternatives Evaluation: 12 Weeks
- Conceptual Design and Technical Memorandum: 6 Weeks

CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items **(CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).**

Prior to Authorization To Proceed:

☑ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.

☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.

☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.

☐ Provide CITY with information on the project site(s), including the following:

- Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
- Soil type(s)
- Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
- Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
- Identification of potential problems in meeting design objectives.

☐ Site Plan (If Required)

Throughout project:

☐ Prepare printed responses to comments received from the CITY following reviews.

☐ Provide the necessary plats for easement acquisition and DOT/other permit application.

☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.

☐ Prepare and submit plans to EPD for review and approval when required.

☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.

☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☐ Coordinate with the City Procurement Department to advertise the project.

☐ Fax bid information to CITY.

☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.

☐ Prepare letter of recommendation for award of the contract.

☐ Develop conformed contract documents and forward to the CITY for execution.

☐ Attend the pre-construction meeting as a technical reference to the CITY.

☐ Provide clarification related to the plans/specifications throughout design and construction.

☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*

☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY
- Recommend design changes as field conflicts arise (site visits may be required)
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
- Provide clarification of plans and specifications throughout construction
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME: Jeffrey L Duplantis
TITLE: DIRECTOR	TITLE: Client Service Manager
DATE:_____	DATE: May 18, 2026

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

BEST AND FINAL FEE PROPOSAL

Fee Schedule for Engineering Services			
Task	**Project Phases**	**Unit**	**Unit Cost**
Task 1 -	Project Initiation and Data Collection	Lump Sum	$11,200
Task 2 -	Generator and Paralleling Systems Evaluation	Lump Sum	$19,080
Task 3 -	Functional Testing and Operational Assessment	Lump Sum	$10,820
Task 4 -	Load Analysis and Demand Evaluation	Lump Sum	$13,880
Task 5 -	Generation System Alternatives Evaluation	Lump Sum	$23,880
Task 6 -	Conceptual Design Development	Lump Sum	$20,280
Task 7 -	Opinion of Probable Construction Cost	Lump Sum	$10,560
Task 8 -	Technical Memorandum and Recommendations	Lump Sum	$25,100
Task 9 -	Meetings and Coordination	Lump Sum	$11,620
	Expenses	T&M	$4,000
	TOTAL		**$150,420**

Exhibit A—Fiscal Year 2026 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2026 compensation and hourly per diem rate schedule of charges.

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2026 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	305	Sr. Engineering Designer	175
Principal	305	CADD Designer III	160
Practice Director	305	CADD Designer II	130
Senior Reviewer / Consultant	275	CADD Designer I	120
Group Leader /Project Director	280	Sr. GIS Analyst	185
Senior Project Manager	270	GIS Analyst	160
Project Manager	245	GIS Tech	140
Professional Engineer V	260	Clerical/Administrative IV	140
Professional Engineer IV	245	Clerical/Administrative III	120
Professional Engineer III	215	Clerical/Administrative II	105
Professional Engineer II	195	Clerical/Administrative I	90
Professional Engineer I	175	Senior Construction Manager	265
Engineering Associate II	155	Construction Manager	240
Engineering Associate I	140	Construction Inspector III	165
Senior Electrical Engineer	285	Construction Inspector II	150
Electrical Engineer	210	Construction Inspector I	120
Sr. Funding Support Specialist	155	SUE Manager	160
Funding Support Specialist	145	SUE Supervisor	120
Sr. Project Controller	175	Field / SUE Tech III	100
Project Controller	160	Field / SUE Tech II	90
Sr. Planner	220	Field / SUE Tech I	80

Planner	165	2- Man Line Verification Field Team (1)	240
Sr. Scientist	180	2-Man Manhole Inspection Crew (2)	205
Scientist	160	1-Man GPR/Locating Crew (3)	180
		1-Man GPS Crew (4)	155

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost (IRS Rate)
Special Shipping	Cost + 5%
Lodging & Travel	Cost
Laboratory Tests & Analysis	Cost + 5%
Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services / Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

******** END *******

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services for Augusta, GA - Utilities Department RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshcmidt Associates, Inc. 141 Main Street Pittdfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road,Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non-Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132
Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

Approve 2027 Amendment for Contract Operations and JB Messerly WWTP

Meeting Date: 11/24/2026

ESG Agreement Amendment

Department: Utilities

Presenter: Wes Byne

Caption: Approve Amendment to the 2027 agreement with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities.

Background:

This is the contract amendment for calendar year 2027.

Attached is a proposed Amendment No. 15 from ESG, which sets forth a 2027 budget (Appendix F) of $8,418,175.00.

The estimated cost of wastewater treatment services for 2027 is $8,205,375.00. We have also included an allowance of $212,800.00 to provide for ESG assistance as may be needed at the water treatment facilities and other areas within our system.

In addition, the following appendices are also included in this agreement:

Appendix F to this amendment includes personnel to further provide support in operations, maintenance, and management services. This cost is estimated at $8,418,175.00.

Appendix F-1 to this amendment is the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2027 including applicable management fees, additional expenditures up to $650,000 shall be payable upon submission of an invoice.

Appendix I to this amendment includes operational support to deploy the SL-RAT to assessment the collection system for compliance with EPD system assessment requirements. This cost is estimated to be not more than $669,760.00.

Appendix N to this amendment is for continuation of routine water tank maintenance and inspections that began in 2018. This cost is estimated to be not more than $89,000.

Analysis: The proposed budget for the operation of our water pollution control facilities represents a approximately a 9% increase in operations cost while other items remained the same.

Financial Impact: $8,418,175.00 for estimated annual Operation and Maintenance fund for Appendix F, $650,000 for estimated overage from annual Operations and Maintenance fund for Appendux F-1,

$669,760 for system evaluation and FOG support from the annual Operation and Maintenance fund for Appendix I,
$89,000.00 for additional tank cleaning work as described in Appendix N from the annual Operations and Maintenance fund.

Alternatives: Pursue other delivery methods for the proposed additional work. (Not Recommended)

Recommendation: We recommend approval of Amendment to the contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and additional work as described.

Funds are available in the following accounts:
506043310-5211110 Appendix F, F-1
506043410-5211110 Appendix I
506043580-5223211 Appendix N

REVIEWED AND APPROVED BY: FWB

AMENDMENT NO. 15
to the
AGREEMENT Between
ESG OPERATIONS, LLC
And
AUGUSTA, GEORGIA
For
Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January 2027, between **AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission,** a political subdivision of the State of Georgia (hereinafter "Augusta"), and **ESG OPERATIONS, LLC**, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 15 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Seven Million Five Hundred and Thirty-Nine Thousand and Twenty-Eight Dollars ($7,539,028.00) and the Management and Administrative Fee shall be Eight Hundred and Seventy-Nine Thousand One Hundred and Forty-Seven Dollars ($879,147.00). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments which shall be Seven Hundred and One Thousand and Five Hundred and Fourteen Dollars and Fifty-Eight Cents ($701,514.58). Said base fee shall be for the period beginning on January 1st, 2027 and ending on December 31st, 2027. Thereafter, the base fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Appendix F with the following new Appendix F.

REPLACE Appendix F1 with the following new Appendix F1.

REPLACE Appendix I with the following new Appendix I.

REPLACE Appendix N with the following new Appendix N.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

INRARMARK, LLC
d/b/a ESG Operations

By: _____
Steve Meininger,
Chief Executive Officer

Date: _____

AUGUSTA, GEORGIA

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

ATTEST: _____
Clerk of Commission

Date: _____

Appendix F

2027 Project Budget and Staffing Plan

Project Budget

PERSONNEL SERVICES	**$ 2,570,120.00**
ADMINISTRATIVE EXPENSES	**$ 119,028.00**
UTILITIES	**$ 207,480.00**
CHEMICALS	**$ 726,180.00**
MATERIALS & SUPPLIES	**$ 229,320.00**
VEHICLES & EQUIPMENT	**$ 125,580.00**
OUTSIDE SERVICES	**$ 655,200.00**
BIOSOLIDS MANAGEMENT	**$ 2,031,120.00**
MAINTENANCE & REPAIR	**$ 655,200.00**
TOTAL OPERATING BUDGET	**$7,326,228.00**
MANAGEMENT & ADMINISTRATIVE FEE (12%)	**879147.00**
CONTRACTOR'S SUBTOTAL	**$ 8,205,375.00**
DIRECTOR'S ALLOWANCE	**$ 190,000.00**
MANAGEMENT & ADMINISTRATIVE FEE (12%)	**$ 22,800.00**
DIRECTOR'S ALLOWANCE SUBTOTAL	**$ 212,800.00**
TOTAL 2027 BUDGET	**$ 8,418,175.00**

Appendix F (Continued)
2027 Project Budget and Staffing Plan

Project Staffing Plan

Budgeted Position	Budgeted Number
Project Director	1
Lab/ IPP Manager	1
Operations Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	11
Lab Analysts	2
IPP/FOG Technicians	4
Mechanics	5
Maintenance Support	3
Administrative	2
Education Specialist	2

Appendix F-1

Budget Reconciliation

As provided by the terms of Article 4.2, following the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2027 including applicable management fees, additional expenditures up to $650,000 shall be payable upon submission of an invoice.

Appendix I

2027 Sewer Assessment Project Budget

Project Budget

SL-RAT Deployment	**$598,000.00**
ADMINISTRATIVE FEE (12.0%)	**$ 71,760.00**
TOTAL 2026 BUDGET	**$ 669,760.00**

Subject to the terms here-in, ESG will facilitate the following activities. The collection system will be assessed with the SL-RAT to comply with EPD system assessment requirements. AUD Collections Department will select all locations and scope for deployment of SL-RAT operations. During SL-RAT operations, manholes will be inspected and asset data accuracy verified in GIS. Manhole data collected will be used to assist with the I&I program and infrastructure improvements. When segments consistently have low scores, mains will be cleaned and video recorded. Data will be entered into CityWorks, and repair work orders generated as needed.

Appendix N

2027 Water Tank Management Budget

Project Budget

WATER TANK ROUTINE MAINTENANCE	$ 89,000.00
TOTAL 2027 BUDGET	$ 89,000.00

Subject to the terms herein, ESG or its subcontractor shall provide the labor to perform the following tasks (collectively the "Inspection Services"): visual inspections (annual) and washout inspections (bi-annual) of the Tanks for the purpose of reviewing any paint and/or maintenance needs of the identified Tanks of the Owner.

The **Visual Inspection** is completed annually which includes climbing the tank to verify not only coating condition, but safety and sanitary conditions related to maintaining compliance with Georgia EPD regulations. All screens are inspected and replaced yearly as needed, and tank hatches secured to prevent any unauthorized entry. The tank's legs, rods and connection points, ladders, safety equipment, roof and interior are visually inspected as part of each inspection. The condition is photographed and documented in our CMMS (Computerized Maintenance Management System) and a yearly Condition Assessment report is

provided. These inspections are completed while the tank remains in service and they will not cause any interruptions in service.

In addition to the annual Visual Inspection, a bi-annual **Washout Inspection** is completed to perform a complete interior coating inspection. As part of the Washout Inspection, the tank will be drained and removed from service, by the Owner, so that any dirt, sediment, silt, or other foreign matter may be removed from the bowl area by pressure washing at 3500 psi. After cleaning, if any minor areas of corrosion are noted in the tank's bowl area, they will be repaired at this time. After the inspection is completed, the tank will be disinfected per AWWA C652 and readied for return to service. The bi-annual inspections are documented in our CMMS system and on every other Contract Year will be provided with the Condition Assessment report for that same Contract Year. Typically, this work can be completed in one days' time, based on the tank being drained and ready for service upon arrival of crew.

Each visual inspection and washout inspection of the Tanks will include a written recommendation of suggested corrective maintenance repairs related to exposed and assessable components such as steel replacement, steel parts, expansion joints, water level indicator, venting, safety climb systems, sway rod adjustments, manhole covers, gaskets and any other components of each tanks which are readily assessable to visual inspection. Inspection Services shall be limited to those tasks which are normally included in routine preventive maintenance inspection practices as provided by members of the storage tanks maintenance profession in the Southeastern United States.

Inspection Services shall not include or encompass the performance by ESG of any inspection related to any portion of the Tanks which is contained below ground, embedded in steel or part of any in-ground valves and piping. The City acknowledges that the Inspection Services to be performed by ESG do not include and are not related to Lead Abatement Procedures or disposal of any Hazardous Waste Materials, nor the detection or mitigation of deterioration of any embedded structural or non-structural elements encased within any concrete structure which is a part of the Tanks.

Following each inspection, the City will receive from ESG inspection reports and photographs describing the condition of any Tank(s). ESG acknowledges that the referenced inspections are not intended to determine the design integrity or structural integrity, inclusive of any latent design or construction defects of the Tanks. In each inspection report (visual or washout), ESG will identify necessary maintenance or repairs of the Tanks, if any, and may perform such maintenance and repairs subject to the terms and conditions of an addendum to this Agreement mutually agreed to and executed by the ESG and City.

The City shall, during the term of the Agreement, provide the following in order to facilitate the performance of the services described by this Exhibit H: a) provide electrical service (110 Volt) to the Tank(s) site; b) provide at a minimum a ¾" water service to any site of a Tank(s) site; and c) provide an access road to any Tank(s) site sufficient for the performance of the Inspection Services by ESG.

The Inspection Services provided by ESG under the terms of this Appendix N are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the storage tanks maintenance profession in the Southeastern United States for similar and comparable water storage tanks.

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Sibley Mill Cost Share Agreement

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Sibley Mill Cost Share Agreement
Background:	CG Sibley Mill, LLC and Cape Augusta Digital Properties, LLC are constructing up to 230 residences plus commercial spaces on the old Sibley Mill property. They have approached Augusta to cost share in a new lift station.
Analysis:	The current lift station that serves this property and the residences along Kendrick Place, is old and in need of replacement. A new, larger lift station is needed to support the flow that will be forthcoming from the Sibley property in addition to the amount that is currently flowing to the existing lift station.
Financial Impact:	$250,000 (Two Hundred Fifty Thousand Dollars)
Alternatives:	Disapprove the Sibley Mill Cost Share Agreement.
Recommendation:	Approve and accept the Sibley Mill Cost Share Agreement.
Funds are available in the following accounts:	506043580-5425210
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA)

COUNTY OF RICHMOND) **COST SHARING AGREEMENT**

THIS Agreement, made the ____ day of _____, 202__, by and between CG Sibley Mill, LLC, a Georgia limited liability company, hereinafter referred to as "DEVELOPER", Cape Augusta Digital Properties, LLC, a Georgia limited liability company, hereinafter referred to as "CA OWNER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, by and through its Utilities Department (AUD), hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS DEVELOPER owns certain property (hereinafter referred to as the "DEVELOPER PROPERTY") described as:

> All that tract or parcel of land situated and being in the State of Georgia, County of Richmond, being known as 1715 Goodrich Street as more particularly described on Exhibit A-1.

WHEREAS, CA OWNER owns certain property (hereinafter referred to as the “CA PROPERTY”) described as:

> All that tract or parcel of land situated and being in the State of Georgia, County of Richmond, being known as 1721 Goodrich Street as more particularly described on Exhibit A-2.

WHEREAS, the DEVELOPER PROPERTY and CA PROPERTY are collectively referred to herein as the SIBLEY PROPERTY;

WHEREAS, CA OWNER has developed the CA PROPERTY with 43,000 square feet of office space and 40,000 square feet of warehouse/storage space (hereinafter referred to as "CA DEVELOPMENT");

WHEREAS DEVELOPER intends to develop the DEVELOPER PROPERTY with up to 230 apartment/residential units and supporting residential and commercial amenities including a pool, fitness center, leasing center and supporting commercial uses (collectively, the “CG SIBLEY DEVELOPMENT”);

WHEREAS, each of the CA DEVELOPMENT and CG SIBLEY DEVELOPMENT (collectively, the “DEVELOPMENTS”) are connected to the public sanitary sewer system (hereinafter referred to as "SEWER") of AUGUSTA via a private sewer line located on the DEVELOPER PROPERTY and the CA PROPERTY; and

WHEREAS, the SEWER services provided by AUGUSTA include the operation of an existing lift station located on real property owned by AUGUSTA (“Existing Lift Station”);

WHEREAS, DEVELOPER has applied for a land disturbance permit ("LDP") from AUGUSTA for the CG SIBLEY DEVELOPMENT, and, as a condition of approving the LDP, AUGUSTA is requiring the replacement and upgrade of the existing lift station serving the DEVELOPMENTS, and the parties are entering into this Agreement for purposes of allocating the costs of such replacement and upgrade; and

WHEREAS, it is to the benefit of the parties to replace and upgrade the existing lift station (hereinafter referred to as the "PROJECT" and more particularly defined below); and

NOW THEREFORE, DEVELOPER, CA OWNER, and AUGUSTA hereby enter into the following agreement:

A. PROJECT SCOPE AND COST:

1. The “PROJECT” consists of a new lift station with a two pump system inside a wet well and valve vault along with controls and a standby generator with fuel tank, to be designed with sufficient capacity to serve the DEVELOPMENTS and existing Augusta Utility Department (AUD) customers, having a similar capacity to the Existing Lift Station, and which will be installed via tie-in to the SEWER. DEVELOPER shall cause Infrastructure Systems Management, LLC (“Engineer”) to design the PROJECT, the contracting and paying of whom shall be the responsibility of the DEVELOPER (subject to reimbursement as provided herein). AUGUSTA has reviewed and

approved the preliminary plans for the PROJECT a copy of which is attached as Exhibit C. DEVELOPER shall cause Engineer to prepare final plans based on the approved preliminary plans, which meet all federal, state and local jurisdictional requirements, for AUGUSTA's approval.

2. AUGUSTA, through AUD shall bid/let the PROJECT and oversee its construction. The PROJECT shall be constructed on property owned by AUGUSTA, as shown on Exhibit B (hereinafter referred to as the "AUGUSTA PROPERTY"). Prior to awarding the construction contract, AUD shall provide DEVELOPER with the anticipated cost estimate for the PROJECT (the "APPROVED CONSTRUCTION CONTRACT"). AUGUSTA, through AUD, shall endeavor to provide construction updates upon DEVELOPER's request.

3. As used herein, "SHARED COSTS" means (i) the contract price payable to the general contractor for the equipment, materials, and construction of the PROJECT as set forth in the APPROVED CONSTRUCTION CONTRACT; (ii) engineering and design fees (including the fees of Infrastructure Systems Management, LLC) incurred by Developer; (iii) surveying fees for the AUGUSTA PROPERTY for purposes of evaluating the construction of the PROJECT; and (iv) testing costs for the PROJECT. SHARED COSTS shall not include: the cost of any land or interest in real property, permitting fees or AUGUSTA's or AUD's internal costs of construction supervision or oversight, costs associated with the decommissioning of the existing lift station, and all of the foregoing shall be borne solely by AUGUSTA. DEVELOPER and AUGUSTA shall each pay 50% of the SHARED COSTS up to a total of Five Hundred Thousand Dollars ($500,000), at which time AUGUSTA's 50% share will be capped at Two Hundred Fifty Thousand Dollars ($250,000). Any SHARED COSTS exceeding Five Hundred Thousand Dollars ($500,000) shall be the sole responsibility of DEVELOPER.

4. Upon accepting the PROJECT, AUGUSTA agrees to issue a written notice of acceptance to DEVELOPER.

B. PAYMENT:

1. DEVELOPER shall pay its share of the PROJECT costs to AUD no later than thirty (30) days after construction is completed and accepted by AUGUSTA and AUGUSTA has provided a final invoice for the SHARED COSTS to DEVELOPER.. Notwithstanding anything to the contrary, if the CG SIBLEY DEVELOPMENT is completed before the PROJECT, promptly upon request from DEVELOPER, AUGUSTA shall invoice DEVELOPER for its share of SHARED COSTS incurred to date, supported by reasonable documentation, and DEVELOPER shall pay the invoice to AUD within thirty (30) days of receipt. Upon completion and acceptance of the PROJECT, DEVELOPER shall pay any remaining balance of its share of SHARED COSTS to AUD within thirty (30) days after receipt of the final invoice, supported by reasonable documentation and crediting all prior payments made by DEVELOPER.

2. In the event DEVELOPER directly contracts with and pays Infrastructure Systems Management, LLC (or any successor engineer) for the design of the PROJECT in advance of the final payout described above, AUD shall reimburse DEVELOPER for fifty percent (50%) of such engineering costs as part of, and not in addition to, AUD's 50% cost share described in Section A.

3. Payment of amounts then due under this Section B must be made prior to any tie-in or connection to AUGUSTA's sanitary sewer system, whether through the Existing Lift Station or the completed PROJECT. Notwithstanding the foregoing, completion or acceptance of the PROJECT shall not be a condition to DEVELOPER obtaining a certificate of occupancy for the CG SIBLEY DEVELOPMENT, but DEVELOPER remains obligated to make the payments required by this Agreement.

4. AUD shall not decommission the existing lift station prior to acceptance of the PROJECT. AUGUSTA shall, within one hundred eighty (180) days after completion of the PROJECT, invoice DEVELOPER for and notify DEVELOPER in writing of the final SHARED COSTS due under Section A, subject to Section B.1. The failure of AUGUSTA to timely notify DEVELOPER of its final SHARED COSTS shall not eliminate DEVELOPER's obligation to pay its portion of the SHARED COSTS.

C. STIPULATIONS:

All parties understand and agree that:

1. The PROJECT will be the sole property of AUGUSTA and that DEVELOPER will have no right or interest in or to said PROJECT except as outlined in this agreement. AUGUSTA and AUD shall be solely responsible for the operation, maintenance, repair, and replacement of the PROJECT following AUGUSTA's acceptance thereof.

2. The sanitary sewer pipeline that is suspended within the storm pipe and which runs from the DEVEOPER PROPERTY and the CA PROPERTY to the lift station (the "Private Line") will continue to belong solely to the DEVELOPER and CA OWNER. AUGUSTA acknowledges that currently the Private Line is contained within its own separate carrier pipe suspended inside the storm water pipe. Should the storm pipe be found to cause operational trouble with the lift station or Augusta's receiving sewer system, the DEVELOPER and CA OWNER shall develop a plan to remove the stormwater from the sanitary sewer system within 180 days of receipt of notification and shall be responsible for the cost of separating storm water and sanitary sewer lines.

3. DEVELOPER and CA OWNER shall be jointly and severally responsible for any damage that it causes to the Private Line.

4. DEVELOPER and CA OWNER shall be solely responsible for any sanitary sewer spills or overflows from the private sanitary sewer system.

5. This agreement is contingent upon approval by the Augusta Commission of the overall project and this Cost Sharing Agreement.

6. It is expressly understood and agreed that except as set forth in this Agreement, no additional connections shall be allowed to utilize the PROJECT without prior written authorization from AUD.

7. The agreements contained herein are the total sum and extent of the agreement between DEVELOPER, CA OWNER and AUGUSTA.

8. This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and venue shall be in Richmond County, Georgia.

The terms "DEVELOPER", "CA OWNER", and "AUGUSTA" as used herein shall be deemed to mean their respective heirs, successors and assigns, and the Agreement shall inure to the benefit of and be binding upon DEVELOPER, CA OWNER, and AUGUSTA and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

CG SIBLEY MILL, LLC, a Georgia limited liability company

By: _____

Printed Name: _____

Its: _____

Signed, sealed and delivered in the presence of:

_____

Witness

_____

Notary Public

(signatures continue on next page)

CAPE AUGUSTA DIGITAL PROPERTIES, LLC, a Georgia limited liability company

By: _____

Printed Name: _____

Its: _____

Signed, sealed and delivered in the presence of:

_____

Witness

_____

Notary Public

AUGUSTA, GEORGIA, a political subdivision of the State of Georgia

By: _____

Garnett L. Johnson

Its: Mayor

Attest:

_____

Its: Clerk of Commission

Signed, sealed and delivered in the presence of:

_____

Witness

_____

Notary Public

EXHIBIT A-1

DEVELOPER PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 88th G.M.D., Augusta-Richmond County, Georgia, described as **Parcel "A-1"** containing 6.17 acres, **Parcel "A-2"** containing 1.12 acres, **Parcel "B-1"** containing 0.58 acres, **Parcel "B-2"** containing 1.53 acres, and the **Air Rights Parcel "A"** containing 777 square feet, as depicted on that certain Plat of Sibley Mill, LLC, dated August 25, 2024 as last revised November 20, 2025, prepared by Cranston Engineering and bearing the certification and seal of ~~John Thomas Attaway~~ * Crawford Wright Montgomery, Georgia Registered Land Surveyor No. ~~2512~~ ** 3560, filed for record December 23, 2025 and recorded in Plat Book 21, Page 87, Augusta-Richmond County, Georgia Records, said plat being incorporated herein by this reference.

The legal description for the **Air Rights Parcel "A"** is further delineated as follows:

All that tract or parcel of land lying and being in the 88th G.M.D of Augusta-Richmond County, Georgia, lying at and above an elevation 158.67 feet above "Mean Sea Level" (as determined by reference to the most current published datum by the U.S. Coast and Geodetic Service for Atlanta, Georgia, as of the date hereof) and being contained within the area formed by the boundary lines more particularly described as follows:

All that tract or parcel of land lying and being in the 88th G.M.D of Augusta, Richmond County, Georgia and being more particularly described as follows:

COMMENCING at a ½" iron pin found at the intersection of the westerly right-of-way line of Goodrich Street (R/W varies) and northerly right-of-way of CSX Railroad,
Thence, along the western right-of-way line of Goodrich Street North 34 degrees 57 minutes 25 seconds West, for a distance of 473.77 feet to a #4 rebar and cap set.
Thence turning and leaving said right-of-way line of Goodrich Street and running along existing concrete wall, North 53 degrees 06 minutes 42 seconds East, for a distance of 273.33 feet to an "x" inscribed in wall;
Thence, North 37 degrees 04 minutes 15 seconds West, for a distance of 4.22 feet to a point situated at the outside building corner;
Thence, North 52 degrees 55 minutes 45 seconds East, for a distance of 12.00 feet to a point situated at the outside building corner;
Thence, North 37 degrees 04 minutes 15 seconds West, for a distance of 2.60 feet to a point situated at the outside building corner;
Thence, North 52 degrees 55 minutes 45 seconds East, for a distance of 9.55 feet to a point situated at the outside building corner;
Thence, North 37 degrees 04 minutes 15 seconds West, for a distance of 1.50 feet to a point situated at the outside building corner;
Thence, North 52 degrees 55 minutes 45 seconds East, for a distance of 26.45 feet to a point situated at the outside building corner;
Said point being the **POINT OF BEGINNING**.

From the **POINT OF BEGINNING**, thence,
turning and running along the western face of mill wall, North 52 degrees 55 minutes 45 seconds East, for a distance of 47.55 feet to a point situated along said wall;
Thence, turning and running along the northern inside face of submerged utility room wall, South 37 degrees 04 minutes 15 seconds East, for a distance of 16.33 feet to a point situated where said northern wall intersects the inside face of said room's eastern wall;
Thence, turning and running along the eastern inside face of submerged utility room wall, South 52 degrees 55 minutes 45 seconds West, for a distance of 47.55 feet to a point where said eastern wall intersects the inside face of said room's southern wall;
Thence, turning and running along the southern inside face of submerged utility room wall, North 37 degrees 04 minutes 15 seconds West, for a distance of 16.33 feet to the **POINT OF BEGINNING**.

Said tract or parcel of land contains 777 square feet or 0.018 acre as shown on a plat of Sibley Mill prepared by Cranston LLC dated August 25, 2024, last revised November 20, 2025. (Project No. 2024-0046.03)

EXHIBIT A-2

CA PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 88th G.M.D., Augusta-Richmond County, Georgia, described as **Parcel "A-3"** containing 3.28 acres and **Parcel "D"** containing 1.23 acres, each as depicted on that certain Plat of Sibley Mill, dated August 25, 2024 as last revised November 20, 2025, prepared by Cranston Engineering and bearing the certification and seal of ~~John Thomas Attaway~~*, Georgia Registered Land Surveyor No. ~~2512~~**, filed for record December 23, 2025 and recorded in Plat Book 21, Page 87, Augusta-Richmond County, Georgia Records, said plat being incorporated herein by this reference.

* Crawford Wright Montgomery

** 3560

EXHIBIT B

AUGUSTA PROPERTY

[Legal description / survey showing the Augusta Property on which the PROJECT will be constructed to be attached]

EXHIBIT C

PRELIMINARY PLANS

1 page attached.

Engineering Services Committee Meeting

Meeting Date: November 24, 2026

Broad Street Improvements (PI #0011382)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Services (CMT)-RFP 25-179

File Reference: 24-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of $160,322.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction. AE / RFP 25-179
Background:	The Broad Street Improvements project is from the "Approved Investment List" of TIA that was approved by voters of the CSRA on July 31, 2012 referendum. This is Band 3 project and TIA funds are allocated for construction. On August 1, 2023, the Augusta Commission awarded the road construction contract to E.R. Snell Contractor. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral part of construction activities to ensure improvements quality control and quality assurance and construction per design. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and is TIA program requirement. Construction team preliminary review of existing subsurface utilities with respect to intended improvements reveals that it will be cost saving measure to conduct further surface utility engineering (SUE) in advance of project grading work.
Analysis:	On May 6, 2025, the commission approved the award of CMT Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. Atlas assigned to Broad Street construction. The assistance of outside construction services will help AED ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project. SUE will minimize unknown utilities conflicts during construction, hence minimize construction cost escalation.
Financial Impact:	Funds are available in Project TIA Funds.

Alternatives:	1. Do not approve and find an alternative way to provide the required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.
Recommendation:	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of $160,322.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction. AE / RFP 25-179
Funds are available in the following accounts:	($160,322) 371041110-54.14110 / T15040107-54.14110 – Broad Street TIA funds
REVIEWED AND APPROVED BY:	HM/sr

Public Safety Committee

Meeting Date: 11/24/2026

Approval of Replacement of Furniture

Department:	Probate Court
Presenter:	Stacy Y. Johnson, Chief Judge
Caption:	Requesting approval for the replacement of the current furniture throughout the court utilizing KM Interior Designer through the state contract in the amount of $76,249.59.
Background:	The Probate Court has been utilizing the same furniture for approximately 15 years. The furniture has become soiled, unstable, and worn out. The furniture from the lobby to the Judges Chamber needs replacing.
Analysis:	The items for KM Interior Designer are available and purchased through State contract.
Financial Impact:	The total cost of the purchase is $76,249.59. Funds are available in 272021810-54.23110.
Alternatives:	Do not approve the purchase and continue using existing and continue receiving complaints from constituents about the appearance of the furniture.
Recommendation:	Requesting approval for the replacement of the current furniture throughout the court utilizing KM Interior Designer through the state contract in the amount of $76,249.59.
Funds are available in the following accounts:	272021810-54.23110
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

Probate Court

Kayla Kincaid
M. 706.306.8320
E.kkincaid@kmdesignandinteriors.com

Exterior Lobby

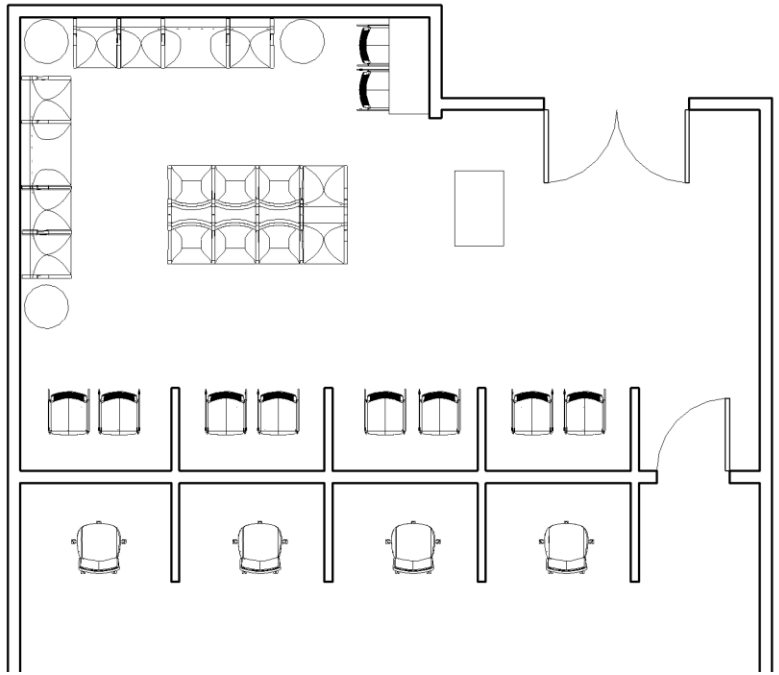


Bench outside main office

JSI- Americana

All fabric and finishes are pending

Lobby / Reception- option 2





30” Bariatric Chair

21” Guest Chair

OFS- Rein Multi Seating



Side Table- qty 3

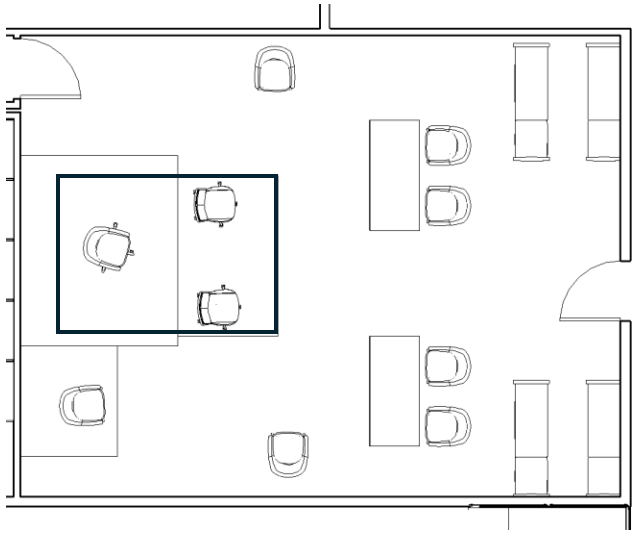
OFS- Embrace 24"24"



Check in/ Computer Chair
Rein Armless

All fabric and finishes are pending

Court Room-





Chair with Wheels

JSI – Boston



Task Chairs

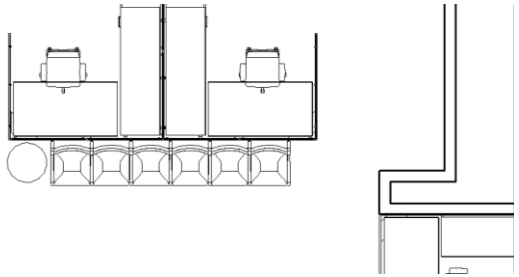


OFS- Impulse

24" X 60" with a half modesty

All fabric and finishes are pending

Small Lobby/ Cubicle-





Two Person Cubicle

AIS- Matrix panel system



Task Chair

OFS- Genus Chair



30” Bariatric Chair

21” Guest Chair

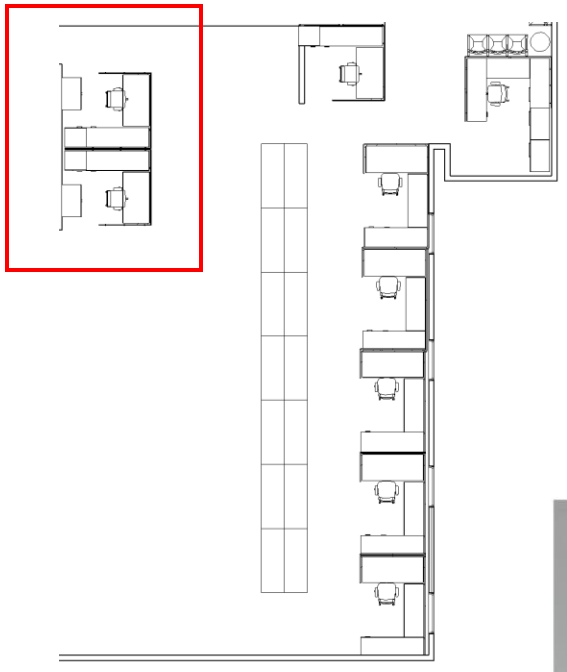
OFS- Rein Multi Seating

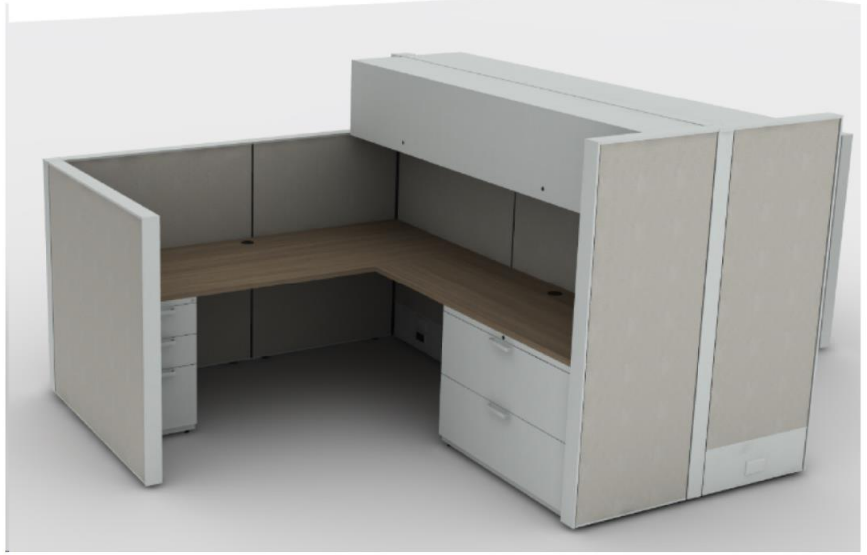


OFS- Embrace 24"24"

All fabric and finishes are pending

Open Office Area-





Two Person Cubicles

AIS- Matrix panel system



Tall Storage Unit behind two-person cubicle

AIS- Storage

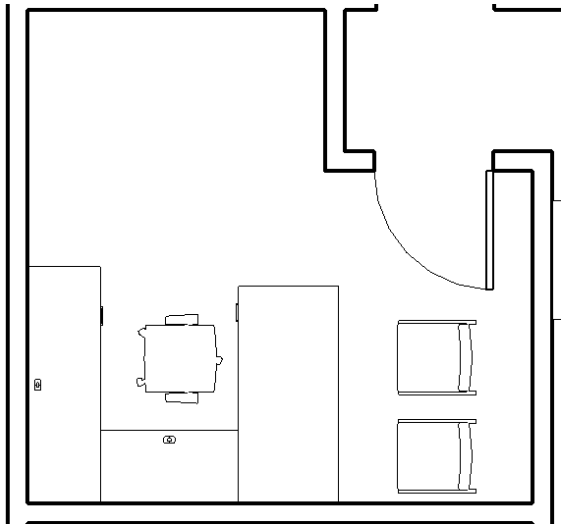


Task Chair

OFS- Genus Chair

All fabric and finishes are pending

Associate Judge- Laminate Option –





OFS- Pulse
Laminate

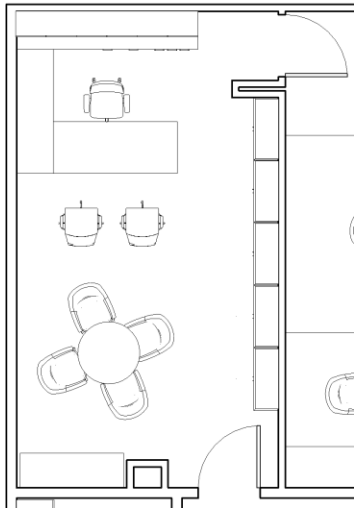


Guest Chairs

OFS- Rein

All fabric and finishes are pending

Judge Johnson- Veneer Option- option 1





OFS- Impulse



Storage Credenza

OFS- Intermix



Guest Chairs

OFS- Kasura

Conference Table

OFS- Intermix





Guest Chairs

OFS- Rein

All fabric and finishes are pending

KM DESIGN + INTERIORS

BUDGETARY ESTIMATE
2026-1049

Date: 10/8/2026

Bill To

ARC Proate Court
941 Laney Walker

Augusta, GA 30909

Contract #

99999-001-SPD0000198-0036

Georgia

Salesperson

Kayla Kincaid
706-306-8320
kkincaid@kmdesignandinteriors.com

Project Contact

2026-1049 ARC Probate Court -Carolina

Lobby/ Reception

Line #	Part #	Description	Qty	Price Each	Ext Price
1	F67038-MT	**Rein Armless 22.75x25.25x32.5 Side with Upholstered Back, Multiple Textile**	10	$1,406.00 Discount: % **-49.40**	$7,114.40
2	1810-OBB-MT	**Rein+, Base Bariatric Chair 31.75x25.25x32.5 - Multiple Textiles**	2	$1,735.00 Discount: % **-49.40**	$1,755.82
3	1810-CCC-MT	**Rein+, Chair/Chair/Chair 65.5x25.25x32.5 - Multiple Textiles**	2	$3,449.00 Discount: % **-49.40**	$3,490.38
4	1810-CC-MT	**Rein+, Chair/Chair 44x25.25x32.5 - Multiple Textiles**	4	$2,490.00 Discount: % **-49.40**	$5,039.76
5	EFC108-24SQ	**Embrace 24x24x23 Square End Table**	3	$1,633.00 Discount: % **-49.40**	$2,478.90

Subtotal for: Lobby/ Reception $19,879.26

Small Lobby

Line #	Part #	Description	Qty	Price Each	Ext Price
6	1810-CCC-MT	**Rein+, Chair/Chair/Chair 65.5x25.25x32.5 - Multiple Textiles**	2	$3,449.00 Discount: % **-49.40**	$3,490.38
7	EFC108-24SQ	**Embrace 24x24x23 Square End Table**	1	$1,633.00 Discount: % **-49.40**	$826.30

Subtotal for: Small Lobby $4,316.68

Notes

Project Totals

FURNITURE SUBTOTAL	$24,195.94
GRAND TOTAL	$24,195.94

KM DESIGN + INTERIORS

BUDGETARY ESTIMATE
2026-1049

Date: 10/8/2026

Bill To

ARC Proate Court
941 Laney Walker

Augusta, GA 30909

Contract #

99999-001-SPD0000198-001

Georgia

Salesperson

Kayla Kincaid
706-306-8320
kkincaid@kmdesignandinteriors.com

Project Contact

2026-1049 ARC Probate Court- JSI

Court Room

Line #	Part #	Description	Qty	Price Each	Ext Price
1	980A	**Boston Swivel Chair, Arms, Wood Seat and Back-22d x 23 1/4w x 40h**	7	$1,822.00 Discount: % **-50.40**	$6,325.97
				Subtotal for: Court Room	$6,325.97

Exterior Lobby

Line #	Part #	Description	Qty	Price Each	Ext Price
2	322C	**Americana Bench with Arms, Upholstered Seat and Wood Back, 63"w-21 1/2d x 63w x 43 3/4h**	1	$3,250.00 Discount: % **-50.40**	$1,612.00
				Subtotal for: Exterior Lobby	$1,612.00

Notes

Project Totals

FURNITURE SUBTOTAL	$7,937.97
GRAND TOTAL	$7,937.97

KM DESIGN + INTERIORS

BUDGETARY ESTIMATE
2026-1049

Date: 10/8/2026

Bill To

ARC Proate Court
941 Laney Walker

Augusta, GA 30909

Contract #

99999-001-SPD0000198-0036

Georgia

Salesperson

Kayla Kincaid
706-306-8320
kkincaid@kmdesignandinteriors.com

Project Contact

2026-1049 ARC Probate Court - OFS

Associate Judge

Line #	Part #	Description	Qty	Price Each	Ext Price
1	F67037-MT	**Rein 22.75x25.25x32.5 Side with Upholstered Back, Multiple Textile**	2	$1,406.00 Discount: % **-49.40**	$1,422.88
2	4-2242BR	**Pulse 22x42 Bridge**	1	$702.00 Discount: % **-49.40**	$355.21
3	4-7221HDW4	**Pulse 72x15x18.625 Square-edge Wallmount Organizer**	1	$2,055.00 Discount: % **-49.40**	$1,039.83
4	4-7222FCRR	**Pulse 72x22 Right Full Pedestal Credenza**	1	$1,956.00 Discount: % **-49.40**	$989.74
5	4-7236FRPD	**Pulse 72x36 Right Full Pedestal Desk**	1	$2,422.00 Discount: % **-49.40**	$1,225.53
6	4-FT7223	**Pulse 72x23.75 Fabric Tackboard for 72" or (2) 36" Wallmount Units**	1	$504.00 Discount: % **-49.40**	$255.02
				Subtotal for: Associate Judge	$5,288.21

Court Room

Line #	Part #	Description	Qty	Price Each	Ext Price
7	NS5-1144209	**Impulse Desk 24x60 half modesty**	2	$4,157.00 Discount: % **-49.40**	$4,206.88
				Subtotal for: Court Room	$4,206.88

Line #	Part #	Description	Qty	Price Each	Ext P
8	92036	**Kasura Chair, 25x27.5x36, Guest Mid Back**	4	$3,904.00 Discount: % **-49.40**	$7,901.68
9	CC-W3636RT	**Intermix 36x36x1.1875 Round Top**	1	$1,766.00 Discount: % **-49.40**	$893.60
10	CC-W18TC	**Intermix 18x18x28.75, 18" Tapered Base, Veneer**	1	$4,174.00 Discount: % **-49.40**	$2,112.04
11	F67037-MT	**Rein 22.75x25.25x32.5 Side with Upholstered Back, Multiple Textile**	2	$1,406.00 Discount: % **-49.40**	$1,422.88
12	5-FT7818	**Impulse G2 78x18.75 Tackboard**	1	$567.00 Discount: % **-49.40**	$286.90
13	MM2-TL-21	**Task light, 60"W**	1	$798.00 Discount: % **-49.40**	$403.79
14	5-2812SP2	**Impulse G2 12"w Support Panel**	1	$469.00 Discount: % **-49.40**	$237.31
15	5-1621MBFC2	**Impulse G2 15.625X20.75 Box/Box/File Pedestal**	2	$1,950.00 Discount: % **-49.40**	$1,973.40
16	5-2922MEP2	**Impulse G2 20.9375"w End Panel for 22"d Top**	2	$582.00 Discount: % **-49.40**	$588.98
17	5-2930MCB2	**Impulse G2 30"w Back Panel**	1	$566.00 Discount: % **-49.40**	$286.40
18	5-2966MCB2	**Impulse G2 66"w Back Panel**	1	$1,012.00 Discount: % **-49.40**	$512.07
19	5-2972MCB2	**Impulse G2 72"w Back Panel**	1	$1,406.00 Discount: % **-49.40**	$711.44
20	5-2978MCB2	**Impulse G2 78"w Back Panel**	1	$1,087.00 Discount: % **-49.40**	$550.02
21	5-3021MBFC	**Impulse G2 30x20.75 Box/Box/File Pedestal**	1	$2,253.00 Discount: % **-49.40**	$1,140.02
22	5-3021MDC2	**Impulse G2 30x20.75 Door Pedestal**	1	$1,939.00 Discount: % **-49.40**	$981.13
23	5-3022MCT2	**Impulse G2 30x22 Modular Cabinet Top**	1	$646.00 Discount: % **-49.40**	$326.88

24	5-3043BC3	**Impulse G2 30x42.5 Bookcase Organizer**	1	$1,912.00 Discount: % **-49.40**	$967.47
25	5-6630MCT	**Impulse G2 66x30 Rectangular Worksurface**	1	$1,982.00 Discount: % **-49.40**	$1,002.89
26	5-7222MCT2	**Impulse G2 72x22 Modular Cabinet Top**	1	$1,190.00 Discount: % **-49.40**	$602.14
27	5-7819HDW4	**Impulse G2 78x18.5 4-Door Wallmount Organizer**	1	$4,583.00 Discount: % **-49.40**	$2,319.00
28	5-7822MCT2	**Impulse G2 78x22 Modular Cabinet Top**	1	$1,328.00 Discount: % **-49.40**	$671.97
29	SPTR48	**47.5" Worksurface Straightener**	1	$70.00 Discount: % **-49.40**	$35.42
30	SPTR66	**66" Worksurface Straightener**	1	$96.00 Discount: % **-49.40**	$48.58

Subtotal for: Judge Johnson $25,976.01

Small Lobby/ Cubicle/ Open Area

Line #	Part #	Description	Qty	Price Each	Ext Price
31	3615E	**Genus, High Back, Elastomer Back & Upholstered Seat**	4	$1,404.00 Discount: % **-49.40**	$2,841.68

Subtotal for: Small Lobby/ Cubicle/ Open Area $2,841.68

Notes

Project Totals

FURNITURE SUBTOTAL	$38,312.78
GRAND TOTAL	$38,312.78

KM DESIGN + INTERIORS

BUDGETARY ESTIMATE
2026-1049

Date: 10/8/2026

Bill To

ARC Proate Court
941 Laney Walker

Augusta, GA 30909

Contract #

99999-001-SPD0000198-0012

Salesperson

Kayla Kincaid
706-306-8320
kkincaid@kmdesignandinteriors.com

Project Contact

2026-1049 ARC Probate Court - Sit on It

Court Rooom

Line #	Part #	Description	Qty	Price Each	Ext Price
1	5723YB8.AR8	**Sona, Upholstered Back, Enhanced Synchro Cntrl, AR8 Fully Adjustable Black (6-way) Arm**	2	$1,642.00	$1,596.02
				Discount: % **-51.40**	

Subtotal for: Court Rooom $1,596.02

Notes

Project Totals

FURNITURE SUBTOTAL	$1,596.02
GRAND TOTAL	$1,596.02

Commission Meeting

December 1, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the **Commission's November 17, 2026** 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

Commission Meeting

Meeting Date: December 1, 2026

Temporary Use License Agreement – Sand Hills Neighborhood Association

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the Temporary Use License Agreement between Augusta and the Sand Hills Neighborhood Association and to authorize the Mayor execute documents related to the agreement.
Background:	The Sand Hills Neighborhood Association uses the Sand Hills Community Center to conduct monthly meetings and implement collaborative neighborhood programs/events for the community. There is an office space provided for storage and is occupied by the neighborhood association to conduct business. The organization have been occupying one of the facility's offices based on previous verbal approvals.
Analysis:	There is no current agreement in place for the use of the facility's office space. The temporary use license agreement outlines the responsibilities of association, its communication and formalities for the office space and its usage.
Financial Impact:	N/A
Alternatives:	1. Approve the temporary use license agreement. 2. Do Not Approve the temporary use license agreement.
Recommendation:	Approve the Temporary Use License Agreement between Augusta and the Sand Hills Neighborhood Association and to authorize the Mayor execute documents related to the agreement.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

TEMPORARY USE LICENSE AGREEMENT
(OFFICE WITHIN COMMUNITY CENTER)

This Temporary Use License Agreement (this "Agreement") is made effective as of _____ (the "Effective Date"), by and between Augusta, Georgia, a consolidated city-county government, acting by and through its duly authorized representatives ("Augusta" or "Licensor"), and Sand Hill Neighborhood Association, an unincorporated association ("Association" or "Licensee"). Licensor and Licensee are each a "Party" and collectively the "Parties."

1. Grant of License; Premises; Exhibit

1.1 License Grant. Subject to the terms and conditions of this Agreement, Augusta grants to Association a limited, revocable, non-exclusive, non-transferable license (the "License") to use the office described in Section 1.2 for the Permitted Use defined in Section 2. This Agreement creates a license only and not a lease or tenancy, and conveys no property interest, estate, or easement in land.

1.2 Premises. The "Premises" means one office located within the facility/community center known as Sand Hills Park, 2540 Wheeler Road, Augusta, Georgia 30904 and identified as the fourth office on the righthand side of the building.

1.3 Non-Exclusivity. The License is non-exclusive. Augusta reserves the right to access and use the Premises at any time and to permit others to do so, provided such access does not unreasonably interfere with Association's use during permitted hours.

2. Permitted Use; Restrictions

2.1 Permitted Use. Association shall use the Premises solely for activities related to the Sand Hill Neighborhood Association's association business, administration, and community-association purposes.

2.2 Prohibited Uses. No unlawful use is permitted. Association shall not use the Premises for any commercial retail operation, overnight use, residential use, personal storage, or any purpose not expressly permitted herein.

2.3 Compliance. Association shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes, and with all Augusta facility rules, policies, and procedures provided to Association in writing, as amended from time to time.

3. Term; Renewal; Termination

3.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue through December 31 of the applicable year (the "Term"), provided that in all cases the Term shall not exceed one (1) year.

3.2 Automatic Renewal. This Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term"), with each Renewal Term expiring on December 31 of the applicable year, unless either Party provides at least sixty (60) days' prior written notice of non-renewal.

3.3 Termination for Convenience. Notwithstanding anything to the contrary, either party may terminate this Agreement for convenience upon at least sixty (60) days' prior written notice to the other.

3.4 Early Termination for Cause. Augusta may terminate this Agreement immediately, or upon such shorter notice as Augusta deems appropriate under the circumstances, if: (a) Association materially breaches this Agreement and fails to cure within ten (10) days after written notice; (b) Association engages in or permits illegal use; (c) Augusta determines, in its reasonable discretion, that Association's use presents a safety, security, or public welfare concern; or (d) the facility is closed or unavailable, whether temporarily or permanently, due to maintenance, construction, emergency, or other operational needs.

4. Access; Hours; Keys; Security; Facility Rules

4.1 Access and Hours. Association shall have access to the Premises only during regular business hours when the community center is open to the public, as established by Augusta from time to time. No after-hours access is permitted, unless in accordance with subsection 4.1(b). Augusta will allow access to the Premises and unlock the door for Officers of the Association. Association shall provide list of officers to Augusta, and provide updated lists within seven (7) business days of any changes to officers.

4.1(a) Association shall be permitted to use the office one (1) hour before and one (1) hour after regularly scheduled Association monthly meetings.

4.1(b) Association shall be allowed additional access, at the discretion of the Recreation and Parks Director, after providing written request detailing specific times access is needed for the planning and coordination of Special Events.

4.2 Keys and Security. Association will not be issued keys.

4.3 Augusta Access. Augusta and its representatives may enter the Premises at any time for operational, safety, maintenance, inspection, or emergency purposes.

5. Storage; Personal Property; No Bailment

5.1 Storage; Daily Removal. Association shall only store Association assets and materials in the Premises. No personal items or materials shall be stored in the Premises overnight. Association shall keep the Premises free of personal effects and shall remove any such personal items daily at the close of each day's use.

5.2 Removal/Disposition. If Association stores items in violation of this Agreement, Augusta may provide notice and, if not promptly removed, may remove and dispose of such items at Association's cost. If Augusta determines immediate removal is necessary for safety, security, operational, or legal reasons, Augusta may remove items without prior notice. Augusta shall have no liability for loss of or damage to any such items.

5.3 No Bailment; Risk of Loss. No bailment is created. Association is solely responsible for its property, equipment, documents, and effects brought into the facility or Premises, and bears all risk of loss or damage.

6. Condition; Maintenance; Damage; Utilities; Services

6.1 As-Is Condition. Association accepts the Premises in its "as is, where is" condition, with all faults, and acknowledges having had the opportunity to inspect.

6.2 Cleanliness; Housekeeping. Association shall keep the Premises neat, orderly, and broom-clean after each use and shall promptly remove trash generated by its activities in accordance with facility procedures.

6.3 Damage. Association shall be responsible for the cost to repair any damage to the Premises or facility caused by the acts or omissions of Association or its members, officers, employees, volunteers, guests, invitees, or contractors, ordinary wear and tear excepted.
6.4 Base Building Responsibilities. Augusta shall be responsible for base building systems and structural components of the facility in the ordinary course of operations, subject to available funding, policies, and scheduling.
6.5 Utilities and Services. All utilities/services shall be provided by Augusta to the Premises at no charge.

7. Alterations; Improvements; Signage; Restoration
7.1 No Alterations. Association shall make no alterations, improvements, installations, cabling, or fixtures in or to the Premises or facility without Augusta's prior written consent, which may be granted, conditioned, or withheld in Augusta's sole discretion.
7.2 Signage. Association shall not install any signage, banners, decals, or similar items in, on, or about the Premises or facility without Augusta's prior written consent.
7.3 Restoration. If Augusta consents to any alteration or signage, Association shall, upon termination or earlier demand, remove the same and restore the Premises and any affected areas to their prior condition, reasonable wear and tear excepted, all at Association's expense.

8. Assignment; Sublicensing; Shared Use
8.1 No Assignment/Sublicense. The License is personal to Association. Association shall not assign, sublicense, permit the use by third parties, or otherwise transfer any rights under this Agreement without Augusta's prior written consent.

9. Indemnification; Insurance
9.1 Indemnification. To the fullest extent permitted by law, Association shall defend, indemnify, and hold harmless Augusta, Georgia, and its commissioners, officers, employees, and agents, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Association's use or occupancy of the Premises or facility, or the acts or omissions of Association or its members, officers, employees, volunteers, guests, invitees, or contractors, except to the extent caused by the gross negligence or willful misconduct of Augusta.
9.2 Insurance Requirements. Augusta, Georgia agrees to waiver of insurance requirements as the Association waives any and all claims of damage to all property, including personal property, stored or located at the Premises.

10. Fees; Taxes
10.1 License Fee. The License is granted for no fee.

11. Conduct; Nondiscrimination; Policies
11.1 Conduct. Association shall conduct its activities in a manner that is orderly, safe, and respectful of other facility users and staff, and shall not unreasonably interfere with facility operations or the public's use.

11.2 Nondiscrimination. In performing under this Agreement, Association shall not discriminate on the basis of race, color, religion, national origin, sex, disability, age, or any other class protected under applicable law.
11.3 Policies. Association shall comply with all Augusta policies applicable to the facility and public property use as communicated in writing.

12. Notices
12.1 Methods. All notices under this Agreement shall be in writing and deemed given when: (a) delivered personally; (b) sent by nationally recognized overnight courier with proof of delivery; or (c) sent by certified mail, return receipt requested, postage prepaid, to the addresses below or as updated by notice.
12.2 Addresses.

For Augusta:
Augusta, Georgia
Attn: Administrator
535 Telfair Street
Suite 910
Augusta, Georgia 30901

For Association:
Sand Hill Neighborhood Association
Attn:

12.3 Timing. Where this Agreement requires at least thirty (30) days' advance written notice, the notice shall be delivered in accordance with Section 12.1 and deemed effective on the date of delivery or refusal as shown in the delivery records.

13. Surrender; Keys; Condition
13.1 Surrender. Upon expiration or earlier termination, Association shall immediately vacate the Premises, remove all Association materials and permitted signage, and leave the Premises in broom-clean condition, ordinary wear and tear excepted.
13.2 Holdover. Any holdover use without Augusta's written consent shall be a day-to-day license subject to immediate termination and payment of a use fee of $[_____] per day, in addition to all other remedies.

14. Sovereign Immunity; No Waiver
14.1 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of Augusta's sovereign immunity, governmental immunity, or other immunities or defenses, all of which are expressly preserved.
14.2 No Waiver. No failure or delay by Augusta in exercising any right shall operate as a waiver thereof. Any waiver must be in a writing signed by the waiving Party.

15. Governing Law; Venue
15.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.
15.2 Venue. The exclusive venue for any action arising out of or related to this Agreement shall be the state or federal courts located in Richmond County, Georgia, subject to Augusta's immunities and defenses.

16. Authority; Organization; No Conflict

16.1 Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement and that the undersigned are duly authorized to execute this Agreement on behalf of such Party.

16.2 No Conflict. Association represents that its entry into and performance under this Agreement do not conflict with its organizational documents or any other agreement binding upon it.

17. Default; Remedies; Suspension

17.1 Default. A default by Association includes any breach of the obligations set forth in this Agreement.

17.2 Remedies. Upon default, in addition to termination rights under Section 3.4, Augusta may exercise all rights and remedies available at law or in equity, subject to Section 14.

17.3 Suspension. As an alternative to termination, Augusta may suspend Association's access or usage rights, in whole or in part, during investigation of safety, security, or compliance concerns.

18. Miscellaneous

18.1 Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior or contemporaneous understandings, whether oral or written.

18.2 Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

18.3 Severability. If any provision is held invalid or unenforceable, the remainder shall remain in full force, and the invalid provision shall be deemed modified to the minimum extent necessary to be valid and enforceable.

18.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures delivered electronically or by PDF shall be deemed originals.

18.5 Independent Status. This Agreement does not create a partnership, joint venture, employment, landlord-tenant, or agency relationship between the Parties.

18.6 Public Records. To the extent applicable, records in Augusta's possession are subject to public disclosure in accordance with applicable law.

18.7 Force Majeure. Neither Party shall be liable for failure or delay in performance (other than payment obligations, if any) due to events beyond its reasonable control; provided that Augusta may still close or restrict access to the facility as necessary.

18.8 Headings. Headings are for convenience only and shall not affect interpretation.

IN WITNESS WHEREOF, the Parties have executed this Temporary Use License Agreement as of the Effective Date.

AUGUSTA, GEORGIA

By: _____
Title: Mayor
Date: _____

Attest:

_____
Clerk of Commission

SAND HILL NEIGHBORHOOD ASSOCIATION

By: _____
Name: Veronica Y. Bagans
Title: President
Date: November 13, 2026

2025

BYLAWS OF THE SAND HILLS NEIGHBORHOOD ASSOCIATION

ARTICLE I.

Name

The name of the organization shall be the Sand Hills Neighborhood Association (herein known as the "Association" or "SHNA).

ARTICLE II.

Purpose

The purpose of the Association shall be to promote the health, safety, and welfare of the neighborhood known in the City of Augusta, Georgia as Sand Hills, including, without limitation:

1. To preserve, restore, and rejuvenate the Sand Hills neighborhood;
2. To improve the quality of life for all residents by establishing and maintaining an open line of communication and liaison between the neighborhood, government agencies, public and private organizations, and other neighborhoods;
3. To provide an open process that allows all residents of the neighborhood to involve themselves in the affairs of the neighborhood; and
4. To provide a means to foster between residents discussion about community interests, programs, and proposals, as well as to advance resolution of community issues.

ARTICLE III.

Location

The geographic boundaries of the Association shall be describes as lying within the following boundaries,(excluding Summerville Cemetery):

Johns Road South to Cumming Road West to Fleming; Fleming North to Northview; Northview West to Monte Sano Avenue; Monte Sano Avenue North to Oakland; Oakland West to Bransford Road; Bransford Road North to Wheeler Road; Wheeler Road East to alley in Augusta Country Club; Boundary of Augusta Country Club East to Johns Road.

ARTICLE IV.

Members

Section 1. Membership Eligibility

Membership shall be open to any individual 18 years or older who is at least one of the following:

1. an individual maintaining their primary residence within the official boundaries of Sand Hills neighborhood (as described in Article III)
2. a non-resident owner real property (residential or commercial) within the official boundaries of Sand Hills neighborhood (as described in Article III) as a non-resident
3. a business owner (including non-profits or religious organizations) with a business located and operating within the official boundaries of Sand Hills neighborhood (as described in Article III)
4. an individual who has ancestral ties to the community.

Section 2. Membership Qualification

Membership shall be granted upon payment of annual dues or monthly dues. Exceptions for Dues may be determined by the Executive Board.

No person may hold more than one (1) membership.

1. There will be no more than two (2) memberships per address.
2. A business owner who possesses a current City of Augusta business license with a Sand Hills address may specify a single designee to represent the interests and vote on behalf of said business. The business owner may only have one designee at a time and the designee is the only individual allowed to represent that business. A business owner may designate themselves.
3. Good standing – an Association member in good standing is defined as an eligible member (as described in Article IV, Section 1) who has paid their annual/ monthly dues for the current calendar year (as described in Article IV, Section 3.1) and has attended at least three (3) meetings in the preceding eleven (11) months.
4. Membership is automatically revoked when a member's primary residence or business ceases to be in the Sand Hills neighborhood (as described in Article III)unless that person is eligible based on other established criteria.

Section 3. Membership Dues

1. Annual dues amount shall be determined and voted on during the May Annual Election meeting, for the next calendar year, with a simple majority vote of eligible Association members in good standing.
2. The Association may request additional funds from the Association members or from other sources, upon proper resolution, when necessary to carry out the objectives of the Association.

Section 4. Non-Discrimination

SHNA shall not directly or indirectly discriminate against any person or organization for reason of race, creed, color, gender, age, religion, disability, national origin, ancestry, marital status, sexual orientation, parental status, military discharge status or citizenship status.

ARTICLE V.

General Body Meetings

All General Body meetings shall be public and open to any interested persons.

Section 1. Regular Meetings

1. Regular meetings of the Association shall be held on the fourth Thursday of each month but may be changed by the Executive Committee with a minimum of seven (7) days prior notice given to the Association members. Notice will be, at least one (1) of the following methods:
    a. Email
    b. Calling Posts
    c. Text message
    d. Posting on social media (Facebook, InstaGram, etc.)
    e. United States Postal Service (USPS)

2. All presentations proposed for a regular meeting shall first be approved by the Executive Committee or two of the officers before being placed on the agenda and presented to the General Body. The Executive Committee may or may not choose to express their opinion or recommendations, including support or opposition, of the merits of the presentation.

Section 2. Annual Organizational Meeting

The June meeting of the Association shall be the annual organizational meeting and, in addition to any other business to be considered at that meeting, the Association shall:

- set forth goals and objectives for the year,
- establish committees with chairpersons appointed by the President and approved by the Executive Committee (as described in Article IX), and
- determine the annual Association budget.

Section 3. Annual Elections Meeting

The May meeting of the Association shall be the annual election meeting and, in addition to any other business to be considered at that meeting, the Association shall:

- adopt amendments to the bylaws,
- vote on annual dues amount for the following calendar year, and
- elect Executive Committee officers.

Section 4. Electronic, Remote, and Other Meetings

1. Members of the Executive Committee or any of the other committees of the Association, respectively, may participate in and hold a meeting of the Executive Committee, committee, or general body, respectively by means of:
    1. A conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.
    2. Another suitable electronic communications system, including videoconferencing technology or the internet, only if the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with other participants.
2. Participation in a meeting pursuant to this section Article V, Section 4.1 of these Bylaws, shall constitute *presence in person* at such meeting that is either fully remote or an in-person meeting.

Section 5. Special Meetings

Special General Body Meetings may be called by written request to address urgent matters that need a vote or action by the Association prior to the next regularly scheduled meeting.

1. Special meetings may be called by any of the following:
    1. President of the Association.
    2. A majority, three (3) or more voting members, of the Executive Committee.
    3. A minimum of twenty-five percent (25%) of members in good standing (as described in Article IV, Section 2.4).
2. Electronic communication via email can be considered written submission.
3. Such requests by members in good standing shall state the specific purpose of said special meeting, provide the critical date for decision-making, and include the signatures of the members in good standing requesting the special meeting.
4. Upon receipt of any valid request by the President or Secretary of the Association, the President shall call a special meeting of the Association to be held prior to the stated critical date, with a minimum of seven (7) calendar days notice to Association members.
5. At any special meeting of the Association, the only business that will be considered for action is that which formed the basis for the request for the special meeting and all items on the agenda for the special meeting shall be dealt with at this time.

ARTICLE VI.

Voting

Section 1. Eligibility

1. Association members in good standing (as described in Article IV, Section 2.4) may vote on all voting matters at the second meeting they are in attendance within the past eleven (11) months.
2. No member may have more than one (1) vote.

Section 2. Quorum

Ten (10) Association members in Good Standing and three (3) members of the Executive Committee shall constitute a quorum of the organization for the transaction of business at any meeting of the Association membership.

Section 3. Voting Procedure

All actions by the Association shall be by a plurality of votes, except as otherwise outlined in these Bylaws.

1. A plurality of votes (above 50%) of attending members in good standing (as described in Article IV, Section 2) shall determine the outcome of a valid motion or election. Exceptions, which will require two-thirds (⅔) of the votes cast, include:
   - Rescinding a prior vote
   - Limiting or extending a debate
   - Removal of officers
   - Amending bylaws
2. Proxies will not be accepted. Voting shall be either by:
   - voice vote,
   - division of house (show of hands),
   - roll call,
   - secret ballot (to be counted by the Parliamentarian and verified by another member of the Executive Committee), or
   - electronic vote (in the case of a remote meeting).
3. In the case of remote meetings, households with two members in good standing that are attempting to vote, will be required to log on or call in using separate devices or "show" themselves in order to prove attendance. Remote meeting attendees have the same rights to vote as in-person attendees.

Section 4. Absentee Vote

1. Any members in good standing unable to attend the December Annual Elections meeting may vote by absentee ballot, provided that the member has requested, in writing to the President or Secretary of the Association, an absentee ballot at least one (1) week in advance of the scheduled election.
2. Upon verification of voting eligibility, the Secretary will forward the authorized voter's absentee ballot request to the Parliamentarian.
3. The following voting matters are eligible for absentee vote:
   1. Adopting amendments to these Bylaws
   2. Voting for annual dues amount
   3. Electing Executive Committee officers
4. Absentee ballots must be received via electronic vote, as established by the Elections Committee and approved by the Executive Committee, at least 24 hours prior to the election.
5. Electronic communication via email can be considered written submission.

Section 5. Presiding Officer

The presiding officer may always vote in elections conducted by secret ballot, to include annual officer elections and any vote to remove an Executive Committee member from office. In all other cases, the President of the Association (or Executive Committee member presiding over the meeting) shall only vote whenever said vote will impact the outcome:

1. To either break or cause a tie.
2. In the case where a two-thirds (⅔) vote is required, the presiding officer can vote to cause or block attainment of the necessary two-thirds (⅔).

ARTICLE VII.

Officers and Elections

Officers shall uphold and promote the purpose of the Association as outlined in Article II of these Bylaws.

Section 1. Officers and Duties

Association members in good standing shall elect officers to carry out the purpose of the Association. The officers elected shall be a President, a Vice President, a Secretary, and a Treasurer. The Parliamentarian position shall be appointed by the President and approved by the Executive Committee. These officers shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by the Association.

The following comprise the list of officers and their respective duties.

1. **President** shall preside at all meetings of the Association, maintain order and decorum during the course thereof, and
   - call all meetings of the Association in accordance with these rules and to verify that written notices and advertisements for all meetings are in proper form,
   - execute official documents on behalf of and at the direction of the Association and to manage all correspondence on behalf of the Association,
   - review all minutes of meetings of the Association,
   - establish a tentative agenda and submit said agenda to the Secretary no less than three (3) days prior to the regularly scheduled meeting of the Association,
   - represent the Association at other community meetings or appoint an eligible member to represent in his/her absence,
   - appoint a Parliamentarian subject to the approval of the Executive Committee,
   - appoint committee chairs.
2. **Vice President** shall perform all of the duties and functions of the President, in the event of absence, disability, resignation or disqualification of the President, and
   - serve as ex-officio member of all committees,
   - supervise the proper functioning and reporting of all committees,
   - identify opportunities for and encourages the Association's involvement in current community-related issues and concerns,
   - shall assist the President in his/her duties.

3. **Secretary** shall presume all of the duties and functions of the presiding officer in the absence of the President and Vice President, shall serve as custodian of all written records of the Association, and
   - record the highlights of all meetings of the Association and the Secretary shall take an exact record of all motions, resolutions and votes,
   - provide the minutes from all meetings and makes the information available for distribution to Association members,
   - maintains and prepares correspondence (under the direction of the President) as required by the Officers and the Association,
   - maintains a roster of general body and executive committee meeting attendance,
   - works with the Treasurer to verify voting eligibility and prepare a list of eligible voters for annual officer elections.
4. **Treasurer** shall presume all of the duties and functions of the presiding officer in the absence of the President and Vice President, and Secretary, shall serve as the custodian of all funds of the Association, and
   - keeps full and accurate account of receipts and disbursements in the manner designated and approved by the Executive Committee,
   - transacts business with the financial institution(s) and instrument(s) approved by the Association,
   - is authorized to accept contributions, donations, or grant monies on behalf of the Association,
   - deposits all monies in the name and to the credit of the Association in such depository as designated by the Executive Committee and the General Body,
   - is authorized to disburse Association funds as directed by the Executive Committee and approved by the General Body,
   - Is authorized to disburse requested funds on behalf of a committee chair or an Officer in excess of the approved budget, not to exceed $100, with prior Executive Committee approval,
   - must receive Executive Committee and General Body approval for any requested disbursements greater than $100, in excess of the approved budget,
   - reports and maintains all receipts for committee disbursements,
   - shall relinquish all books, papers, passwords, vouchers, monies and other properties of any kind in his/her possession or under his/her control, which are the properties of the Association, to the Secretary in the event of resignation, retirement, death or removal from office,
   - works with Secretary to keep the membership and list of eligible voters updated
   - provides members with notices for the payment of dues,
   - reports the financial status of the Association at all Executive Committee and General Body meetings.
5. **Parliamentarian,** appointed by the President and subject to approval of the Executive Committee, shall serve in an advisory capacity, and

- provides guidance in drafting and interpreting the bylaws of the Association,
- provides leadership in supporting processes, procedures, and rules of order,
- assists in the planning and conduct of meetings,
- conducts annual election process
- serves as an advisor and consultant to the presiding officer, the Executive Committee, the standing and special committees, and the Association on matters of parliamentary procedure,
- should be familiar with parliamentary procedure, protocol, and current bylaws.

6. In addition to fulfilling the Purpose (as defined in Article II) and the duties as prescribed in Article VII, Section 1, Association officers are responsible for maintaining records of all business coming before the body, all correspondence, all recommendations to the Association, and for the transfer of records to their successor(s). A copy of all correspondence and agreements shall be made available to the President and the Secretary of the Association. Transfer of records, accounts, and account information shall occur in a timely manner — no more than sixty (60) days after an election.

Section 2. Qualifications and Election

1. The annual election of Association officers (as described in Article VII, Section 1) shall be held at the regularly scheduled May General Body meeting, in accordance with Article V, Section 3.
2. Officer nominations may be made by eligible Association members (as outlined in Article IV, Section 1) at the preceding April meeting and/or during the Annual Election meeting.
3. Each officer nominee must be a member in good standing (as defined in Article IV, Section 2) and must be in attendance of at least their third meeting within the past eleven (11) month period.
4. Nominees absent from the election meeting may be elected providing aforementioned eligibility and their written acceptance of the nomination.
5. Officers shall be elected by separate vote, with a plurality (above 50%) of the votes cast being required for election.
6. Officer elections shall be conducted by secret written or electronic ballots, or absentee vote (as described in Article VI, Section 4). If there is only one (1) candidate for a position, the vote may be made by voice for candidate acclamation.
7. The presiding officer may vote in officer elections conducted by secret ballot (as described in Article VI, Section 5).

Section 3. Term of Office

1. The term of office shall be two years. Officers shall serve from June through May of the next two years following the election. In the case that elections occur ***after*** a new calendar year has begun, newly elected officers shall serve the remainder of the calendar year.
2. Existing officers shall serve until their successors are elected.
3. An officer may only serve in the same role for three (3) consecutive terms.

Section 4. Rights, Privileges, and Voting

Officers of the Association shall be permitted to exercise full membership rights and authority the same as any other member. During General Body meetings, the President (or presiding officer) shall have voting rights as outlined in Article VI, Section 5 of these Bylaws. During the course of performing their respective roles (and not serving as presiding officer), the Vice-President, Secretary, Treasurer, and Parliamentarian are permitted to exercise full voting privileges the same as any other member.

The President (or presiding officer) may vote as any other officer during an Executive Committee meeting.

Article VIII.

Executive Committee

The Executive Committee is comprised of the President, Vice President, Secretary, Treasurer, Parliamentarian, and the committee chairs of the standing committees. Chairpersons of the standing committees shall be non-voting members of the executive committee.

The order of succession for the Executive Committee is as follows:

President Veronica Bogans

Vice President Carla Choice

Secretary Nae Nae (Stephanie)

Treasurer Octavia Huff Asst. Treasurer Brenda Herrington

-Parliamentarian Lawrence Washington

Section 1. Duties

The Executive Committee shall manage the business affairs of the Association in accordance with these bylaws and the vote of the Association, as may be necessary for the conduct of Association meetings and the efficient operation of the Association by:

- developing and adopting policies, procedures, rules and regulations;
- meeting monthly to make administrative decisions and to implement the strategic plan of the Association;
- fulfilling the requirements of attendance for monthly meetings, special meetings, and meetings of the Executive Committee;
- providing reports on the activities of their committee at all monthly meetings;
- reporting all decisions to the membership at the regular monthly meeting; and

- holding a Transitional Executive Committee Meeting of all incoming and outgoing committee members after the elections meeting and before the meeting at which the new officers will preside.

Each officer-elect and chair appointee of the incoming Executive Committee, working in conjunction with the outgoing officer or committee chair shall develop and present to the Association an annual action plan and itemized budget. This action plan and itemized budget shall be presented at the Annual Organizational meeting in January and the subsequent regular membership meeting, for review and acceptance.

Section 2. Meetings

1. Executive Committee meetings shall be held monthly (date to b decided) These meetings shall be open for observation to all members of the Association.
2. Three (3) voting executive committee members shall constitute a quorum.
3. An executive committee member may take part in an executive committee meeting either in person or remotely (as described in Article V, Section 4).
4. Executive committee members are authorized to discuss and vote on issues via email or other such electronic communications.

Section 3. Voting

1. The presiding officer may vote as any other officer at the Executive Committee meetings.
2. A majority of the Executive Committee present shall determine the outcome of a motion.
3. Proxies will not be accepted.
4. Absentee voting by executive committee members shall be allowed with a written or email request a minimum of two (2) calendar days notice prior to the full Executive Committee and approval by a majority, three (3) or more voting members, of the Executive Committee.
5. Voting shall be either by:

- voice vote
- division of house (show of hands)
- roll call
- secret ballot (to be counted by the Parliamentarian and verified by a non-voting member of the Executive Committee)
- electronic vote (in the case of a remote meeting or absentee vote)
- email (in the case of matters that require a vote before the next regularly scheduled Executive Committee meeting)

Section 4. Removal or Suspension from the Executive Committee

1. An officer or chairperson of the Association may be removed or suspended from the Executive Committee for any of the following:
    1. Failure to perform the duties of his or her office as prescribed in the by-laws (absence from one meeting does not constitute sufficient cause for removal).
    2. Defrauding or misrepresenting funds of the Association.
    3. Adversely affecting the rights and interests of the Association.
    4. Intentionally acting contrary to the expressed direction of the Association.
    5. Committing an act or acts of malfeasance while in office.
    6. Violating his or her duties of office.

7. Committing an act of misconduct in office.
8. Willfully misusing, converting without authority, or misappropriating the property or funds of the Association.
9. Missing three (3) or more meetings (not due to exigent circumstances) during any eleven (11) month period.

2. Suspension or removal from office shall require two-thirds (⅔) of the votes cast (as outlined in Article VI, Section 3) provided that:

- a member in good standing submitted a statement of deficiencies at the Executive Committee meeting prior to the regular meeting at which the resolution to remove or suspend an officer or chairperson will be presented and,
- such pending resolution was made known to the members of the Association through regular information channels and was placed on the Agenda prior to the meeting at which the resolution will be presented and,
- a member in good standing presented the resolution to remove or suspend an officer or chairperson at the regular membership meeting immediately prior to the meeting at which the vote occurs and,
- a motion to accept the resolution to remove or suspend such officer or chairperson was properly made and seconded during the meeting at which the vote occurs and,
- such officer or chairperson is provided an opportunity at such a meeting to fairly present a public rebuttal of the charges upon which the resolution is based.

1. The Executive Committee shall submit a recommendation to the Association members at the meeting at which the vote regarding the resolution to remove or suspend such officer or chairperson occurs.
2. An officer or chairperson of the Association that has been removed or suspended from the Executive Committee may also be suspended or removed from the official membership roll by a two-thirds (⅔) of the votes cast. The time period of the suspension or removal shall be determined by the Executive Committee.
3. Removal or suspension from the Executive Committee or official membership roll is effective immediately.
4. The Presiding officer may vote to remove an Executive Committee member, if the vote is by secret ballot.

Section 5. Resignation

Any officer may resign from the Executive Committee, at any time, by giving written notice to the President or the Secretary. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to become effective.

Section 6. Vacated Elected Officer Positions

A vacancy in the Executive Committee, either by resignation or removal of an officer, is to be filled by nomination and election or appointment at either a regular meeting or special meeting.

1. If an elected officer vacancy occurs more than three (3) months prior to the end of the calendar year, the nomination and election for the position vacancy may occur at the next regular general body meeting; or the President, with the approval of the Executive

Committee, may call a special meeting (as described in Article V, Section 5) in order to facilitate the election.
2. Members of the Association must be provided notice of the election via a dedicated email or newsletter at least five (5) calendar days prior to the date of the regular meeting or special called meeting.
3. If a special meeting is called, the only business that will be considered for action is that of electing an officer for the vacant Executive Committee position. All items on the agenda for the special meeting shall be dealt with at this time.
4. Nominees for the vacated position must fulfill officer eligibility requirements (as described in Article VII, Section 2).
5. If there are no eligible members in good standing willing to fill the vacancy at the time of the special election, the current Executive Committee members shall be responsible for dividing and fulfilling the duties of the vacated position, until a new officer is elected.
6. All procedures for normal elections not in conflict with this section shall be followed at the special election.
7. If the vacancy occurs three (3) or less months prior to the end of the calendar year, officer vacancies shall be filled by appointment(s) made by the Executive Committee. Appointees must be members in good standing, may be nominated by any eligible Association member or officer, and will be vetted by the Executive Committee.
8. The newly elected or appointed officer shall assume the vacated position immediately and serve the remainder of the vacated term. Any such action shall be announced at the next regularly scheduled meeting of the Association.

Section 8. Vacated Chairperson Positions

1. Chairperson vacancies shall be filled by appointment(s) made by the President and approved by the Executive Committee. Appointees must be members in good standing, and may be nominated by any eligible Association member or officer.
2. The newly appointed chairperson shall assume the vacated position immediately and serve the remainder of the vacated term. Any such action shall be announced at the next regularly scheduled meeting of the Association.

Article IX.

Committees

The President and Vice President of the Association, if not otherwise listed as members of specific committees, are ex-officio members of all committees of the Association.

Section 1. Standing Committees

1. Standing committees are those that have a continuing existence. Standing committees are constituted to perform a continuing function, and remain in existence permanently or for the life of the Association. The Association standing committees are as follows:

CEMETERY COMMITTEE

To provide support and guidance for the Summerville Fitten Street Cemetery. This includes maintenance, upgrades and advocacy for the property

SAFETY AND QUALITY OF LIFE COMMITTEE

It shall be the duty of this committee to promote a safe and secure environment for all residents and visitors, investigate and consider questions related to public safety, health and quality of life, including but not limited to, police services, fire services, public health, and environmental health, and to make recommendations on these matters to the Association. The committee shall also be responsible for safety education and suggesting programs to improve neighborhood safety. The committee membership shall designate member(s) to attend the city council and/or county commission meetings that are aligned with the purpose of the Safety and Quality of Life Committee. The committee will provide reports of the counterpart meetings at each monthly Association general meeting.

1. Standing committees may have subcommittees or task forces under them that carry out more specific tasks.
2. Each standing committee shall be composed of an appointed chairperson and volunteer members of the Association, unless otherwise prescribed by the Association. Each committee chair is authorized to appoint a vice chair from among the Committee's members who may have such powers or authority as delegated by the Committee Chairman or the Committee.
3. Each standing committee shall represent the position of the Association before appropriate organizations and shall provide such reports to the Association on its progress and activities at the regular membership meetings.
4. The chairperson of each standing committee shall report any proposed business to the Executive Committee, no later than by the Executive Committee meeting immediately prior to such business being presented to the membership of the Association at any regular or special meeting of the Membership.
5. The chairperson of each standing committee is responsible for maintaining records of all correspondence, all recommendations to the Association, and for the timely transfer of records to their successor. A copy of all correspondence and agreements shall be made available to the Secretary of the Association.

Section 2. Ad Hoc Committees

Ad Hoc Committees may be appointed by the President, and approved by the Executive Committee, as the need arises to carry out specific projects, initiatives, or programs, at the completion of which the committee automatically ceases to exist. Ad Hoc Committees are not to be appointed to perform a task that falls within the assigned function of an existing standing committee.

Section 3. Committee Chairs

1. Standing and ad hoc committee chairs are to be appointed by the President, and approved by the Executive Committee, as deemed necessary to carry on the work of the Association. Chairs of standing committees will serve as non-voting members of the Executive Committee. Committees must be chaired by Association members, but non-members may serve on the committees. Standing Committee chairs may be reappointed at the beginning of each administration.
2. Each chairperson of each standing committee shall manage the business affairs of the committee, call regular monthly meetings of the committee, and adopt such policies, rules, and regulations as may be necessary for the conduct of its business and meetings, and its efficient operation, consistent with these bylaws. No chairperson of any

committee, nor any committee, may represent to any person, corporation, or other entity that it represents the wishes or policy of the Association unless the membership of the Association has approved such action by majority vote at a regular or special meeting of the membership.

Article X.

Parliamentary Authority The rules contained in the current edition of Robert's Rules of Order shall govern the Association and the way its meetings are conducted in all cases to which the rules apply and do not conflict with these bylaws and any special rules of order the Association may adopt.

Article XI.

Amendment of Bylaws

Section 1. Proposed Amendments and Revisions

1. Proposed amendments and/or revisions to these Bylaws by Association members must be presented in writing or a dedicated email to the Executive Committee. An ad hoc Bylaws Committee shall be appointed by the President, with the approval of the Executive Committee, to study any proposals for amendments to the Bylaws.
2. After commission, the appointed Bylaws Committee shall develop the language of the proposed amendments and/or revisions and submit these recommendations to the Executive Committee.
3. Upon simple majority approval by the Executive Committee, recommendation(s) shall be presented before the Association for a vote of approval at the next regular meeting. Notice of intent to consider said amendment(s) shall be submitted to the Secretary by the Bylaws Committee Chair for inclusion in the agenda.
4. All amendments and revisions must be made available to the Association members for review with at least seven (7) days written notice, by publication via the Association newsletter, posted on the Association website, or via a dedicated email to Association members, prior to any such regular meeting for vote of approval.

Section 2. Adopting Amendments and Revisions

1. Proposed amendments and/or revisions should be read or summarized at the appointed meeting and open to discussion prior to any vote of approval.
2. A vote of two-thirds (⅔) of attending members in good standing at any regular meeting shall determine the outcome of a valid motion to approve amendments or revisions to the Bylaws, provided the amendments or revisions were proposed in accordance with Article XI, Section 1.
3. The President of the Association (or Executive Committee member presiding over the meeting) shall only vote on amendments or revisions to the Bylaws whenever said vote is by secret ballot or will cause or block attainment of the necessary two-thirds (⅔) vote.
4. Adoption of the Bylaws, with approved amendments and/or revisions, shall be by a two-thirds (⅔) vote at the December Annual Election meeting of the association, provided written or electronic copies of the Bylaws are made available and written notice of the meeting is provided at least seven (7) prior to the meeting.
5. Any member in good standing unable to attend the December Annual Election meeting may vote for adoption of the Bylaws by absentee ballot (as described in Article VI, Section 4).

6. Newly adopted Bylaws shall go into effect the following calendar year

ARTICLE XII. Privacy and Electronic Communications

Section 1. Purpose

1. Distribution lists, websites, publications, email accounts, personal data, or personally identifiable information shall be used only for carrying out purposes of the Association.
2. Distribution lists, websites, publications, and e-mail accounts compiled by the Association are the sole property of the Association.

Section 2. Privacy Notice

1. No member of the Association shall furnish to any outside entity any personal data or any mailing list or listserv compiled by the Association, the Executive Committee, or any of its committees, except as required by law or court order.
2. The Association shall not use any of its email distribution lists to forward commercial advertisements of any kind. Commercial establishments may be mentioned in email communication so long as the mailing is not primarily used to promote a particular establishment.

Section 3. Confidentiality & Security of Personally Identifiable Information

1. We keep your personally identifiable information for no longer than necessary for the purposes for which the personal data is used to carry out the purposes of the Association. The length of time we retain personal data depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise, or defend the legal rights of the Association and its Officers.
2. The Association will use the best security measures at its disposal to keep your personally identifiable information confidential and secure, and will not share it with third parties, except as otherwise provided in this Privacy Notice, or unless such disclosure is necessary in special cases, such as a physical threat to you or others, as permitted by applicable law. Because the Internet is not a 100% secure environment, we cannot guarantee the security of personal data, and there is some risk that an unauthorized third party may find a way to circumvent any security measures or that transmission of your information over the Internet will be intercepted. It is your responsibility to protect the security of your personally identifiable information. Please note that e-mail communications are typically not encrypted and should not be considered secure.

Adopted Revision Date:

Commission Meeting

Meeting Date: December 1, 2026

T. H. Garrett Gym Floor Replacement Cost – RCBOE (Funding Approval)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve payment to Richmond County Board of Education in the amount of $56,447.96 for ½ cost of T.H. Garrett Gym floor replacement.
Background:	Augusta Recreation & Parks Department (ARPD) and the Richmond County Board of Education (RCBOE) have shared cost of facility usage per the executed agreement approved by the Commission on December 15, 1998.
Analysis:	Currently, ARPD is responsible for paying ½ the cost of yearly expenses specified for use of the gymnasium. The replacement of the gym floors was a necessary for school operations and RCBOE issued the shared cost to the department.
Financial Impact:	The total cost $56,447.96 to cover expenses related to the gym floor replacement.
Alternatives:	1. Approve the temporary use license agreement. 2. Do Not Approve the temporary use license agreement.
Recommendation:	Approve payment to Richmond County Board of Education in the amount of $56,447.96 for ½ cost of T.H. Garrett Gym floor replacement.
Funds are available in the following accounts:	Funds are available in the Recreation ARPA account: GL 230-06-1110/5413120
REVIEWED AND APPROVED BY:	N/A

Richmond County Board of Education

INVOICE

864 Broad Street
Augusta, GA 30901
Phone 706-826-1000 | Fax 706-826-1211

INVOICE # 2025A
DATE December 16, 2025

TO
Richmond County Parks and Recreation
Garrett Gymnasium
1110 Eisenhower Drive
Augusta, GA 30904

FOR Garrett Gymnasium

Description	Amount
Shared (1/2) cost of Floor Replacement @ T.H. Garrett Elementary School gymnasium	
(November 2025)	
½ Cost of	
Gym Floor Replacement in November of 2025 (Repair 43000)	$50,875.00
Total	**$50,875.00**

Make all checks payable to Richmond County Board of Education
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Cecilia Perkins | 706-826-1298 | perkice@boe.richmond.k12.ga.us

Richmond County Board of Education

INVOICE

864 Broad Street
Augusta, GA 30901
Phone 706-826-1000 | Fax 706-826-1211

INVOICE # 2025
DATE December 16, 2025

TO
Richmond County Parks and Recreation
Garrett Gymnasium
1110 Eisenhower Drive
Augusta, GA 30904

FOR Garrett Gymnasium

Description		Amount
Shared (1/2) cost of operating T.H. Garrett Elementary School gymnasium		
(November 2024 – November 2025)		
Electricity	**MO 62000**	$12,589.15
Natural Gas	**MO 62001**	$296.70
Water	**MO 41000**	$1,873.66
Solid Waste	**MO-41000**	$1,651.92
Repairs and Maintenance	**Repair 43000**	$5,572.96
This include ½ of all repairs and the gym floor refurbishment.		
Total		**$21,984.39**

Make all checks payable to Richmond County Board of Education
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Cecilia Perkins | 706-826-1298 | perkice@boe.richmond.k12.ga.us

Commission Meeting

Meeting Date: December 1, 2026

Funding Source Approvals for Park Projects (May & Boykin Road)

Department:	Recreation & Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve additional funding sources for Boykin Road Park project in the amount of $1,485,041.73 and May Park improvement project in the amount of $1,924,247.50; to approve associated SPLOST 7 Excess Collections; and to authorize the mayor to execute the contracts and all related documents.
Background:	Augusta Recreation and Parks received approval from the Commission for the construction services for Boykin Road and May Park Improvement Projects on 10/6/2026. JHC Cooperation was the selected vendor for Boykin Road Park and Tri Scapes, LLC was the selected vendor for May Park. The projects are partially funded through a federal grant.
Analysis:	Any portion of the projects' scope not completed by October 31, 2026, is not eligible for grant reimbursement. Funds previously allocate for construction services under the grant will not be available. This results to the necessary change in funding sources to move forward with the projects.
Financial Impact:	The total financial impact is $3,409,289.23 for both projects. Boykin Road Park Improvements: $1,485,041.73 May Park Improvements: $1,924,247.50
Alternatives:	1. Approve the additional funding sources and allow the projects to proceed. 2. Do not approve the additional funding source and delay the projects, which may affect the ability to complete both projects.
Recommendation:	Approve additional funding sources for Boykin Road Park project in the amount of $1,485,041.73 and May Park improvement project in the amount of $1,924,247.50; to approve associated SPLOST 7 Excess Collections; and to authorize the mayor to execute the contracts and all related documents.
Funds are available in the following accounts:	SPLOST 7 Excess Collections: Boykin Road Park: $1,485,041.73 May Park: $1,924,247.50
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the Administrator

Tameka Allen
Administrator

October 6, 2026

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

Dear Ms. Williams,

At the regular meeting held Tuesday, October 6, 2026, the Augusta, Georgia Commission took action on the following:

4. Approved a sole source in the amount of $29,260 to the agreement for procurement and installation of scoreboards from Electro-Mech at Eisenhower Park ballfields. Funding is available in the appropriate account.

7. Approved the selection of Tri Scapes, LLC as the vendor for Bid Item# 26-181, Construction Services for May Park Improvements, in the amount of $2,695,132.55; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.

8. Approved the agreement with Food Services Agreement with G.A. Food Services of Pinellas County, LLC. and to authorize the mayor to execute the contracts and all related documents.

19. Approved the selection of JHC Corporation as the vendor for Bid Item# 26-182, Construction Services for Boykin Road Park Improvements, in the amount of $2,342,342.00; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.

If you have any questions, please contact me.

In Service,

Tameka Allen, Administrator

TA/sc

Commission Meeting

November 17, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Christie Stewart** Manhood & Womanhood Tour (MWT) - Request for Consideration of a City-Owned Facility Partnership to Support Youth Development, Community Safety, and Recidivism Prevention.
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

Agenda Item Request Form

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

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

10/20/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Christie Stewart (Manhood & Womanhood Tour)

Address *

2801 Washington Rd. STE. 107. PMB#388 Augusta, GA. 30901

Telephone Number *

804-469-0866

Fax Number

Email Address *

Cstewart@manhoodwomanhoodtour.org

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

Manhood & Womanhood Tour(MWT) - Requests for Consideration of a City-Owned Facility Partnership to Support Youth Development, Community Safety, and Recidivism Prevention.
MWT is an established community based nonprofit serving at risk youth, court-involved individuals, and community participants through structured educational and developmental programming.

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

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

Submission Date

10/14/2026 9:50 PM

Commission Meeting

Meeting Date: December 1, 2026

SPLOST 9 Funding for Augusta University

Department:	Administration
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve payment of the approved contribution for a medical research facility at Augusta University from 2026 SPLOST 9 revenue.
Background:	On November 26, 2024, the Augusta Commission approved an intergovernmental Memorandum of Understanding with the Board of Regents of the University System of Georgia to support a new medical research facility at Augusta University. Augusta committed to contribute $5 million toward the project's construction costs. This contribution was included in Augusta's Special Purpose Local Option Sales Tax (SPLOST) Phase 9, as approved by voters.
Analysis:	On October 6, 2026, the Commission approved a project list for SPLOST 9 bonds that included this $5 million contribution. However, as bonds will not be issued until early 2027, Augusta University has inquired if the funds can instead be provided from initial SPLOST 9 collections, which will better accommodate the project's schedule. If this change is approved, the previously allocated $5 million in bond proceeds may be reallocated to another project by the Commission before bond issuance.
Financial Impact:	SPLOST 9 collections for October and November 2026 are projected to total roughly $9.6 million. The overall SPLOST 9 allocation schedule is currently in development and will be presented to the Commission for approval.
Alternatives:	Maintain the current allocation for this project.
Recommendation:	Motion to approve payment of the approved contribution for a medical research facility at Augusta University from 2026 SPLOST 9 revenue.
Funds are available in the following accounts:	SPLOST 9 project accounts

REVIEWED AND APPROVED BY:

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

This Intergovernmental Memorandum of Understanding (hereinafter referred to as "MOU") entered into this 27th day of November, 2024 by and among the Board of Regents of the University System of Georgia (hereinafter referred to as "Board of Regents") on behalf of Augusta University (hereinafter referred to as "AU") and Augusta, Georgia (hereinafter referred to as "Augusta"). The Board of Regents and Augusta are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, AU, a unit of higher learning of the Board of Regents located in the territorial limits of Augusta, provides significant direct and indirect economic and educational benefits for Augusta and its citizens; and

WHEREAS, the Medical College of Georgia (hereinafter referred to as "MCG") is a college within AU; and

WHEREAS, the mission of MCG is to educate and train healthcare professionals; provide comprehensive healthcare services; benefit the indigent, near indigent and paying patients; and to conduct medical and biomedical research; and

WHEREAS, AU and MCG through the Board of Regents, operate the State of Georgia's oldest public dental and medical school at AU; and

WHEREAS the Governor of the State of Georgia has directed that AU and MCG expand their medical and biomedical research; and

WHEREAS the opportunity for AU and MCG to expand their research facilities has arisen as a result of the Governor of the State of Georgia committing to request that the Georgia General Assembly budget the sum of Ninety-Nine Million Dollars ($99,000,000.00) in the 2025 State budget for the construction of new research facilities to be located at the AU health sciences campus (the "Project"); and

WHEREAS the estimated cost for the construction of the Project is in excess of One Hundred Thirty Million Dollars ($130,000,000.00); and

WHEREAS, Augusta desires, subject to the terms of this MOU, to support, induce and otherwise facilitate the development of the Project by contributing to the Board of Regents Five Millions Dollars ($5,000,000.00) as it has found and determined that the Project will create significant direct and indirect economic benefits for Augusta and its citizens and provide an economic stimulus for its citizens by creating jobs immediately and in the future and by increasing educational opportunities and the quality of medical and biomedical research conducted at AU and MCG as well as aid in the recruitment of esteemed researchers to the Augusta area, all with an end result of insuring the continued growth and importance of AU's campus;

WHEREAS, various community stakeholders, including but not limited to the Medical College of Georgia Foundation, have pledged to raise the balance of the funds needed to develop the Project; and

NOW THEREFORE, the parties hereby understand and agree that:

1. In order to support, induce and facilitate the development of the Project, upon the General Assembly approving an allocation of Ninety Nine Millions Dollars ($99,000,000.00) for the construction of the Project and the community stakeholders having delivered to the Board of Regents their pledges of at least Twenty Six Million Dollars ($26,000,000.00), Augusta shall contribute, or cause to be contributed through one or more local authorities within Augusta, Five Millions Dollars ($5,000,000.00) to AU to be used for the acquisition, construction and installation of the Project, subject to such further terms and conditions to be contained in definitive legal documentation mutually agreed to by the Parties.

2. If, despite good faith efforts by the Parties, construction of the Project does not commence within thirty (30) months of the payment by Augusta of its contribution to the Project pursuant to paragraph 1 above, then in such event AU shall, upon the written request of Augusta to AU and the Board of Regents, refund such contribution to Augusta.

3. The Project is located in the territorial limits of Augusta and will inure to the economic benefit of the citizens of Augusta. Without limitation, Augusta has found and determined that the Project will create significant direct and indirect economic benefits for Augusta and its citizens and will provide an economic stimulus for its citizens by creating jobs immediately and in the future and by increasing educational opportunities and the quality of medical and biomedical research conducted at AU and MCG as well as aid in the recruitment of esteemed researchers to the Augusta area, all with an end result of insuring the continued growth and importance of MCG's campus. Therefore, the Parties acknowledge that Augusta has determined, after substantial study and attention, that the Project promotes a vital interest of Augusta and the State of Georgia, and that obtaining such critical public benefit is the basis on which the Augusta's contribution to the Project as provided for herein is being extended.

4. This MOU is intended to be an outline only and does not purport to summarize all the terms and conditions that would be contained in definitive legal documentation for the transactions contemplated herein. This MOU constitutes only a non-binding statement of the Parties' present intentions regarding the Project and the transactions contemplated in this MOU, and do not constitute evidence of any form of offer, acceptance or binding contract. Unless and until mutually agreeable definitive agreements are executed and all conditions precedent hereto and thereto have been fulfilled, neither Party shall have any contractual or other binding obligation to the other regarding the Project or the transactions contemplated in this MOU.

5. No partnership or agency relationship between or among the Parties shall be created as a result of this MOU or the transactions contemplated herein.

Docusign Envelope ID: 2DF3050C-24F5-41D2-B63A-3DF9018F4B7D

6. No official, member, director, officer, agent, or employee of either Party shall have any personal liability under or relating to this MOU. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, each Party waives and releases any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this MOU, in consideration of the entry of such public bodies into this MOU.

7. This MOU contains the entire agreement reached by and between the Parties hereto and may be amended only in writing duly executed by all Parties.

8. This MOU shall be interpreted under the laws of the State of Georgia, without reference to its conflicts of laws principles.

9. In the event any of the provisions of this MOU are found to be unenforceable or unconstitutional by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

10. This MOU may be signed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Execution by .pdf electronic transmission shall be binding on any Party that so executes.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed and delivered on their behalf, all as of the date first above stated.

Board of Regents of the University System of Georgia
on behalf of Augusta University

DocuSigned by:
By: _____
18AF49548C30244C...
Russell T. Keen, Ed.D
President, Augusta University

Augusta, Georgia

By: _____
Garnett L. Johnson
Mayor

358

Attest: _____
Clerk of Commission
Date: 12/13/24

AUGUSTA-RICHMOND COUNTY GEORGIA

Commission Meeting

Meeting Date: December 1, 2026

Appleby Library Change Order

Department: Augusta Library / Administrator's Office (Capital Projects)

Presenter: Emanuel Mitchell / Ron Lampkin

Caption: Motion to approve change orders for the Appleby Branch Library renovation project in the amount of $599,600.27 to address unforeseen conditions and $50,000.00 in additional project contingency, with corresponding allocation from available SPLOST 7 funds.

Background: On December 15, 2025, the Augusta Commission approved a major renovation project at Appleby Library. The approved budget for the project is $1,058,320 million, of which 90 percent is to be reimbursed by a State grant and 10 percent is to be funded by the Augusta Richmond County Library System. Project work began in early 2026.

Analysis: As the project progressed and the walls were opened, several unforeseen conditions were discovered that require additional repairs and replacement work. For example, portions of the electrical wiring in the building were found to be historic (late 1800s/early 1900s) and not up to modern code. The proposed change order includes:

- **Electrical wiring upgrades – $468,985.00:** Associated demolition, repairs, permit fees, electrical labor, and materials necessary to meet project requirements and install wiring in accordance with the plans.
- **Hardwood floor restoration – $64,438.94:** Removal of glue and nails, repair of existing hardwood flooring, sanding, and staining.
- **Exterior window shutter replacement – $59,176.33:** Removal of existing shutters and installation of new shutters.
- **Design change - $7,000.00:** Restroom and elevator had to be relocated slightly from initial design to accommodate structure beams.
- **Contingency - $50,000.00:** To address further unforeseen issues that may emerge at this historic property.

These additional improvements are necessary to address conditions identified during the renovation and support completion of the project.

Financial Impact: The total change order request, including contingency, is $649,600.27. Funds are available in SPLOST 7 excess collections and would be allocated to the existing SPLOST 7 Library Facilities Renovations project.

Alternatives:	Do not approve the change orders; approve only those essential for the safety of the building (rather than full project completion).
Recommendation:	Approve the change orders and corresponding allocation from available SPLOST 7 funds.
Funds are available in the following accounts:	SPLOST 7 – 329064310-218059113
REVIEWED AND APPROVED BY:	N/A

Appleby Branch Library Renovation

Change Order Approval Request

To the Augusta-Richmond County Board of Commissioners
Project scope dated November 11, 2026

Request approval of $599,600.27 for additional renovation work and design modifications needed to address unforeseen conditions at the Appleby Branch Library. An additional $50,000.00 contingency is requested, if funding is available, bringing the total requested authorization to $649,600.27 with contingency.

Scope of work	Amount
Electrical wiring upgrades	$468,985.00
Hardwood floor restoration	$64,438.94
Exterior window shutter replacement	$59,176.33
Repair and replacement subtotal	**$592,600.27**
Design modifications	$7,000.00
Total requested without contingency	**$599,600.27**
Optional contingency if available	$50,000.00
Total requested with contingency	**$649,600.27**

The repair and replacement subtotal, design modification cost, and optional contingency are listed separately to identify the full funding request.

Exterior window shutter replacement

The existing shutters are reported to be original and beyond repair. Replacement includes removal of the existing shutters and installation of new shutters appropriate to the building’s historic character. Handmade replacements are proposed to reflect the historic period. The proposed cost is $59,176.33.

Electrical Wiring Upgrade Justification

During preparations for the elevator installation, a portion of the wall was opened, revealing concealed knob-and-tube electrical wiring believed to date to the late 1800s or early 1900s. Although initially thought to be inactive, further inspection by the electrical engineers confirmed that portions remained energized and continued to serve areas of the building.

This unforeseen condition requires replacement of the existing wiring throughout the building to meet project requirements and the renovation plans. The proposed electrical work totals $468,985.00 and includes associated demolition and repairs, permit fees, electrical labor, and materials.



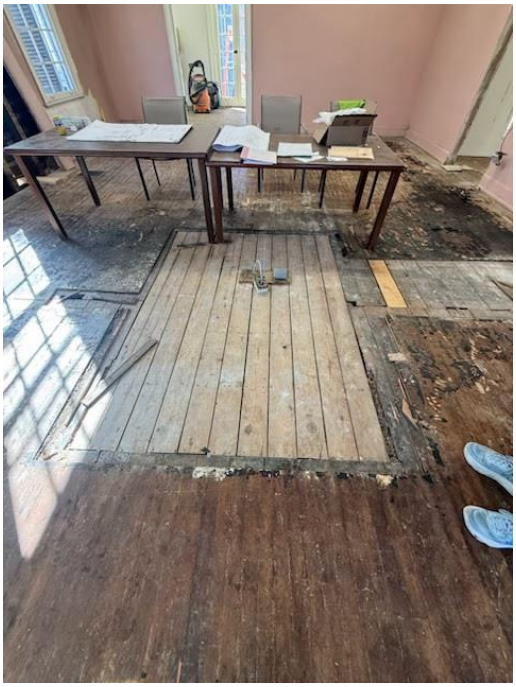
Figure 1. Knob-and-tube wiring exposed within the wall during renovation.

Hardwood Floor Restoration Justification

Following removal of the carpeting, approximately 95% of the building's existing hardwood flooring was found to be salvageable. The distinctive flooring contributes to the library's historic character and includes wood that may be difficult to source today.

Carpet removal also exposed an area where a fireplace had been removed during an earlier renovation, believed to have occurred in the 1970s or 1980s. The opening had been filled with plywood and sections of two-by-four lumber rather than matching hardwood, then concealed beneath the carpet.

The proposed restoration totals $64,438.94 and includes removal of glue and nails, repairs, sanding, and staining. The former fireplace area will be patched with compatible wood and finished to blend with the surrounding floor, preserving the existing hardwood wherever possible.





Figures 2 and 3. Former fireplace area requiring repair (left) and existing hardwood flooring exposed during renovation (right).

Design Modification Justification

The building's original timber framing revealed structural conditions that required changes to the proposed restroom and elevator layouts. Diagonal supports within the historic framing conflict with the planned locations of these improvements.

To accommodate an existing structural support, the first-floor restroom layout had to be shifted approximately one foot. The elevator location also had to be moved 12 inches to the right of its original planned position. Altering or removing the structural members would require substantial engineering and reinforcement, increase costs, and risk damage to the building's historic fabric.

The proposed design modifications total $7,000.00. Revising the layouts allows the improvements to proceed while preserving the existing structural system. The original pine timbers feature traditional joinery secured with wooden pegs and limited use of nails, reflecting the craftsmanship of the building's early construction.



Figure 4. Original wooden structural beams exposed during renovation and preserved in the revised design.

HORIZON CONSTRUCTION & ASSOCIATES, INC.

P.O. Box 798 | Evans, GA 30809 | 706-719-5004

CHANGE ORDER PROPOSAL

Project: Appleby Library
Date: November 11, 2026

Scope of Work

The following work includes the labor, materials, and services described for each item.

CHANGE ORDER #7

Description	Amount
1. Upgraded Electrical Wiring All demolition and/or repairs; permit fee; wiring to meet requirements; all wiring installed per plans. Includes all electrical labor and materials.	$468,985.00
2. Restoration of Hardwood Flooring Removal of all glue and nails; repair of all hardwood floors, including sanding and staining.	$64,438.94
3. Replacement of Exterior Window Shutters Removal of existing shutters and installation of new shutters.	$59,176.33

TOTAL – CHANGE ORDER #7 $594,600.27

AUGUSTA, GEORGIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 26CSA001

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
01/22/26	065112	(706) 210-8624	R414858

VENDOR #	E-VERIFY #	EMAIL
16773		

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

VENDOR
HORIZON CONSTRUCTION & ASSOC.
P.O. BOX 798
EVANS, GA 30809

ATTN:
BID NUMBER: 25-224
CONTRACT #: 26CSA001
BUYER: NANCY

SHIP TO:
CENTRAL SERVICES ADMIN
2760 PEACH ORCHARD RD.
BUILDING A
AUGUSTA, GA 30906

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		CONSTRUCTION SERVCES FOR APPLEBY BRANCH LIBRARY APPROVED BY COMMISSION 12/15/225, ITEM #9 272-06-5112/54-13120	1,058,320.	1,058,320.00

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.

NET TOTAL..... 1,058,320.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

REQUISITIONER

Administrative Services Meeting

Meeting Date: November 24, 2026

AO State Lobbyist Contract Extension

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve extension of State Lobbying and Legislative Representation Services agreement with Holland & Knight LLP for one year, through December 31, 2027 (awarded under RFP #25-300).
Background:	Augusta engages lobbying firms to advocate for Augusta's interests at the State and Federal levels. Holland & Knight LLP was selected as the State lobbyist under RFP #25-300. Holland & Knight's current contract was approved by the Commission on January 7, 2025, with two one-year extension options. The first extension was approved on November 18, 2025, and will expire on December 31, 2026.
Analysis:	The proposed contract extension would extend services through December 31, 2027. Holland & Knight has successfully assisted Augusta in drafting local legislation, developing and pursuing its annual legislative policy agenda, and monitoring emerging legislation with local impacts. Staff recommend that the lobbyist be retained for the 2027 legislative session.
Financial Impact:	Holland & Knight LLP's fee would remain $96,000.00 per year. Funds are included in the Administrator's Office 2027 budget.
Alternatives:	Do not extend the contract and proceed without a State lobbyist for the 2027 session.
Recommendation:	Approve extension of State Lobbying and Legislative Representation Services agreement with Holland & Knight LLP for one year, through December 31, 2027 (awarded under RFP #25-300).
Funds are available in the following accounts:	101013210-5211120
REVIEWED AND APPROVED BY:	N/A

Holland & Knight

1180 West Peachtree Street NW, Suite 1800 | Atlanta, GA 30309 | T 404.817.8500 | F 404.881.0470
Holland & Knight LLP | www.hklaw.com

Marci Rubensohn
+1 404-817-8552
Marci.Rubensohn@hklaw.com

Extension Agreement

This Extension Agreement shall constitute an agreement to exercise the one-year extension to our Agreement for Professional Services dated January 1, 2027. The term of the extension shall commence on January 1, 2027, and remain in effect through December 31, 2027. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREEMENT and ACCEPTANCE:

Marci Rubensohn Senior Policy Advisor Holland & Knight	Garnett L. Johnson Mayor Augusta Georgia Consolidated Government
November 19, 2026 Date	Date

Sincerely yours,

HOLLAND & KNIGHT

Marci Rubensohn

Motion to determine whether or not a portion of Johns Road, beginning where Johns Road intersects with Gardner Street to where it dead ends at the intersection of Johns Road and Fitten Street, consisting of approximately 0.57 acres as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, per results of the public hearing held November 18, 2026 regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2.

Meeting Date: December 1, 2026

ENGINEERING SERVICES

Department: LAW

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to determine whether or not a portion of Johns Road, beginning where Johns Road intersects with Gardner Street to where it dead ends at the intersection of Johns Road and Fitten Street, consisting of approximately 0.57 acres as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, per results of the public hearing held November 18, 2026 regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2.

Background: Augusta Country Club has requested that the portion Johns Road beginning at the intersection of Johns Road and Gardner Street to where Johns Road dead ends at the intersection of Johns Road and Fitten Street. On October 6, 2026, the Commission authorized the conducting a public hearing regarding the possible abandonment of a portion of Johns Road.

Analysis: In addition to the information in the Background section, after the require notices were mailed and the published in the legal organ, the Public Hearing was held on November 18, 2026. Thirty-four individuals attended the public hearing, including three Commissioners and the Mayor. Nine individuals spoken either for or against the abandonment. A synopsis of the speakers' comments is attached. In addition to the initial comments, there were exchanges between some of the speakers regarding specific points. The hearing

was recorded and is available on Augusta website which may be reviewed for a complete source of a particular speaker's comments.

At the conclusion of the speakers' comments the Mayor requested a show of hands of people in support or opposed to the abandonment. Ten people were opposed and seventeen were in support.

Attached are the materials submitted by Matt Mills including his presentation and a petition containing approximately 355 names. Also attached is the letter of Carolyn Combs Robinson opposing the abandonment which was submitted by Ms. Veronica Bogans

Financial Impact: The cost of publication and advertisement of the public hearing and the sales proceeds if the property is abandoned and sold.

Alternatives: Approve or deny the request to abandon a portion of Johns Road.

Recommendation: None

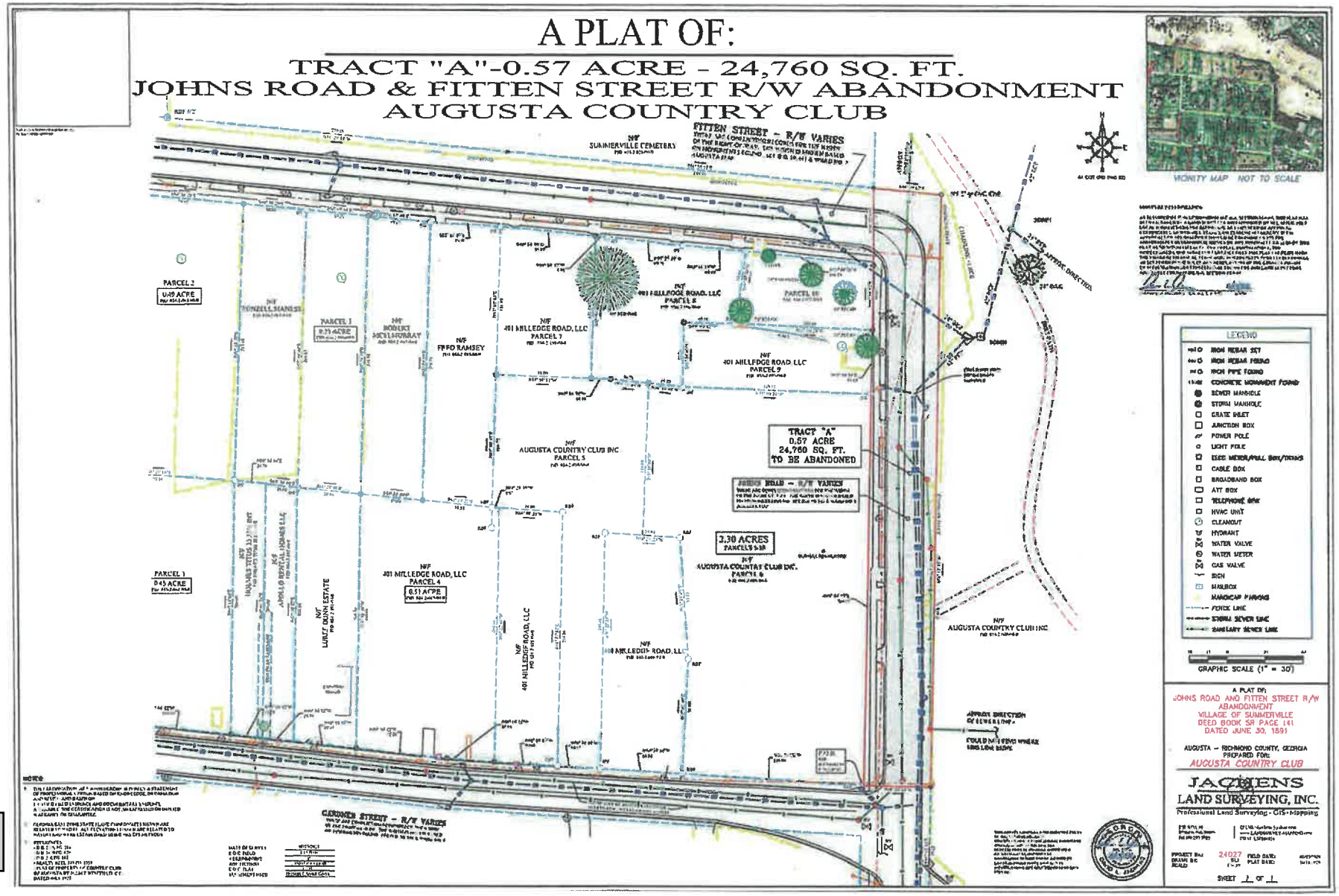
Funds are available in the following accounts:

DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:

REVIEWED AND APPROVED BY: N/A

A PLAT OF:

TRACT "A"-0.57 ACRE - 24,760 SQ. FT.
JOHNS ROAD & FITTEN STREET R/W ABANDONMENT
AUGUSTA COUNTRY CLUB



PUBLIC HEARING
ON
POTENTIAL ABANDONMENT OF A PORTION OF JOHNS ROAD
November 18, 2026

(Synopsis of Speaker comments)

1) Matt Mills (In Support): Representing Augusta Country Club. Mr. Mills outline benefits if the road was abandoned:
    - Allows expansion of the driving range and the addition of anther tee box which will aid in hosting state/amateur golf tournaments and youth programs including The First Tee.
    - Improves safety – referenced past incidents of cars crashing through the fence.
    - Reduces county road maintenance and liability costs by replacing the thoroughfare with a cul-de-sac.
    - Adds dedicated parking, sidewalks, fencing, and landscaping for the Fitten Street cemetery, while eliminating cut-through speeding traffic on Fitten Street.
    - Mr. Mills had a petition in support with approximately 355 signatures.
    - Mr. Mills also stated that the owners of 18–19 of the 26 property parcels fronting Fitten Street supported the abandonment.
        - Janice Riley Ball (Questioning Data): A lifelong Sand Hills resident questioned Mr. Mills's assertion of owners supporting abandonment, pointing out that several parcels are vacant lots held by LLCs or the country club rather than actual resident homeowners.
2) Tim Moses (In Support): A former county Board of Elections member spoke in favor of the abandonment, stating that transferring it to adjoining owners removes county maintenance liability and puts the land back on the tax rolls.
3) Veronica Bogans (Opposed): President of the Sand Hills Neighborhood Association states that a recent meeting a majority of the association members voted against the closure. Ms. Bogans questioned what benefits there are for the residents rather than the country club. She also raises concerns about added traffic from the proposed Weed School development and proposed student housing project and also noted residents were left out of initial planning. She also submits an opposition letter from resident Carolyn Combs Robinson.
4) Daryl Mims (Opposed): Opposes the closure due to severe traffic concerns, citing the new Weed Street housing developments and heavy church/funeral parking on Mount Auburn Avenue that already restricts emergency vehicle access. He calls for a formal traffic study before any decision is made.
5) Joyce Law (In Support): Volunteer curator of the Summerville/Fitten Street Cemetery and historic preservation consultant supports the closure primarily for safety. She displays a basket of 87 golf balls (one of three baskets collected from the cemetery grounds) and cites three major vehicle accidents at Johns Road and Fitten Street since April 2023 due to excessive speeding down the steep incline.
    - Daryl Mims inquired of Ms. Law whether golf balls caused any of the three car wrecks. Ms. Law stated the wrecks were a different issue than the golf balls, noting the balls are a separate pedestrian/visitor hazard.

- Veronica Bogans commented she had not seen the golf balls during her walks and questioned why Law had not attended Sand Hills community meetings.

6) Octavia Holloway Collins (Neutral): A former Fitten Street property owner notes that both sides are passionate and currently at an impasse, expressing trust that the Augusta Commission will weigh both perspectives carefully when making its tough decision.
7) Maggie Stevenson (In Support): Board President of the neighboring Summerville Neighborhood Association states on the record that although the parcel sits just outside Summerville's borders, their board supports the abandonment and is willing to work with the city and country club.
8) Janice Riley Ball (Rebuttal — Opposed): Returns to the podium to argue that closing Johns Road will not stop golf balls from landing in the cemetery itself. She emphasizes that for Sand Hills residents, the issue represents cultural encroachment with the country club around a historic African-American cemetery.
    - Mr. Mills responded stating that the club can plant tall trees to block golf balls. In response to a comment that other residents were not contacted about their interest in the abandonment, he clarified he only contacted the owners of Fitten Street parcels as those are directly adjacent to the closure. He further asserted the county club has no plans to buy additional property.
9) Carolina Blouin (In Support): A Richmond County resident and Augusta Country Club employee says she drives the streets daily, sees little current traffic on that end block, and believes landscaping and aesthetic improvements would raise property values and benefit everyone.
10) Joyce Law & Daryl Mims (Final Clarifications): Law reiterates that speeding, and protecting the historic 1850 cemetery are her core concerns. Mims responds that if speeding is the issue, the city should simply install speed bumps rather than close the road.

John's Road Abandonment

IMPROVING

AUGUSTA COUNTRY CLUB | **SAND HILLS** | **THE CEMETERY** | **THE COMMUNITY**

Benefits to Augusta Country Club

EXPAND THE DRIVING RANGE

Provides land and flexibility to expand the driving range and improve practice facilities.

IMPROVE SAFETY

Creates a buffer to help keep golf balls on Augusta Country Club property.

HOST MORE EVENTS

Provides room to host First Tee tournaments, GSGA junior events, and other club and community functions.

Savings for Richmond County



A Cost Savings for Richmond County Taxpayers

REDUCED UPKEEP

Eliminates ongoing pavement, drainage, signage and right-of-way maintenance on approximately 350 feet of roadway.

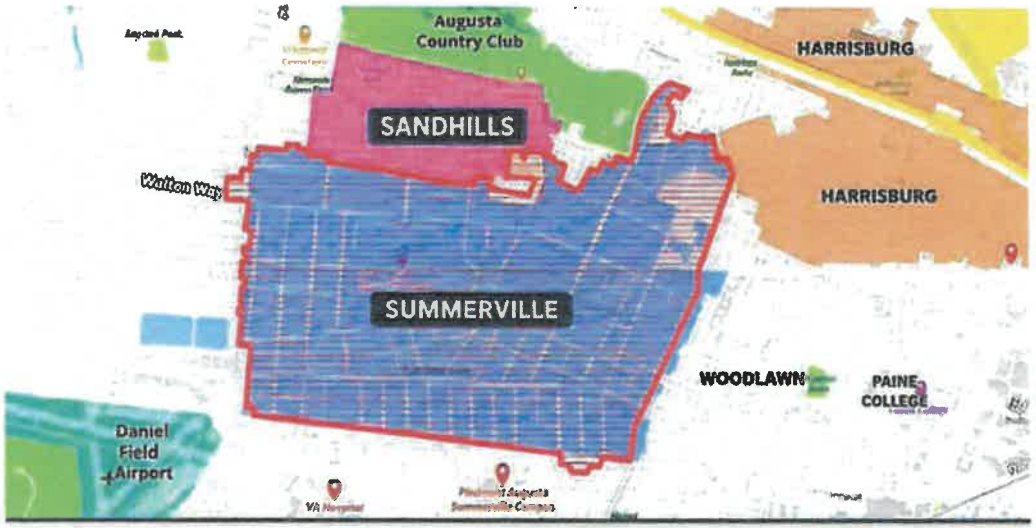
LOWER OPERATING COSTS

Reduces routine repairs, resurfacing and seasonal maintenance.

LONG-TERM SAVINGS

Reduces the County's future capital and maintenance obligations.

Sand Hills and Summerville



A Safer, Quieter and More Livable Environment for Both Sand Hills and Summerville

TWO HISTORIC NEIGHBORHOODS

Connected, established neighborhoods with a shared interest in roadway design, traffic patterns and safety.

A COMMUNITY BENEFIT

Less cut-through traffic, improved safety and preservation of neighborhood character.

A BROADER IMPACT

The benefits extend to both Sand Hills and Summerville.

Broad Community Support



1,200+

Augusta Country Club members support the project

500+

Richmond County residents signed a petition in support

Support from Fitten Street Properties



AT LEAST

18 OF 26

properties support the project

LOCAL SUPPORT

A majority of the directly impacted properties support the roadway abandonment.

Benefits to the Cemetery



IMPROVED PARKING

Designated angled spaces for visitors.

SAFER ACCESS

Reduced through traffic and vehicle conflicts.

BETTER TURNAROUND

A cul-de-sac for visitors and service vehicles.

QUIETER SETTING

A more peaceful environment for visitors.

PRESERVED ACCESS

Convenient, year-round cemetery access.

ENHANCED APPEARANCE

Landscaping and green space.

Benefits to the Neighborhood



REDUCED CUT-THROUGH TRAFFIC

Limits shortcut traffic.

QUIETER RESIDENTIAL STREETS

Reduces passing vehicle noise.

IMPROVED PEDESTRIAN SAFETY

Fewer vehicle conflicts.

ENHANCED NEIGHBORHOOD CHARACTER

More landscaping and green space.

PRESERVED ACCESS

Maintains access to nearby properties.

John's Road Abandonment | Public Benefits

CITY

Reduces long-term roadway maintenance obligations.

NEIGHBORHOOD

Less cut-through traffic, safer and quieter streets.

CEMETERY

Improved parking, access and vehicle turnaround.

COMMUNITY

Strong support from Fitten Street properties and Richmond County residents.

A common-sense improvement for Augusta and its neighborhoods.

Opposing the Closing of Johns Road at Fitten Street

TO: Mayor Garnett Johnson and County Commission of Augusta, GA
FROM: Concerned Citizen(s) of Sand Hills, Augusta, Georgia
DATE: November 18, 2026

For the following reasons, we are opposed to the closing of Johns Road at Fitten Street:

The Johns Road to Fitten Street intersection is still being used daily not only to access private residences on Fitten, but to access other streets in Sand Hills namely Weed Street, Lawton Street, Delano Street, Earl Street, and Porter Street. Should the Johns Road to Fitten Street intersection be closed, access routes will be limited for residents;

Ingress and egress times will also be increased for ambulances, fire vehicles, police vehicles , and other first responders due to having fewer access choices to the Sand Hills neighborhood;

If there is ever an emergency evacuation of sections of the neighborhood, evacuation routes will be limited. As well, during the confusion that may naturally occur during an evacuation , some residents might actually get confused , and may attempt to leave the area by a route that will be closed to them, thereby creating a dangerous, if not fatal set of circumstances;

Funeral processions will only have a one way in and one way out access to Sand Hills Cemetery. Should there be a service prior to internment at the cemetery, i.e., at a church or other location, access to the cemetery will be more complicated and not as straightforward;

Closing the Johns Road to Fitten Street intersection just does not seem to be necessary. No reasonable rationale has been provided that will benefit all concern; and

For the aforementioned reasons, we are opposed to the closing of Johns Road to Fitten Street intersection.

Thank you.

Carolyn Combs Robinson

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Raymond Chadwick	2714 Hilcrest Ave. Augusta, GA 30909		11/17/26
David Hudson	4 Highgate CIR.		11/17/26
K.L. Hay	2508 Hiday St.		11/17/26
Virginia Jones	2258 Overton Rd.		11/17/26
Sean Grady	3124 Natalie Cir		11/17/26
Priya Frank	745 Aumond Rd 30909		11/17/26
John Frank	745 Aumond Rd.		11/17/26
[illegible]	781 Bishops Gate Circle Evans, GA 30809		11/17/26
JON SNOWDEN	5 SUMMERVILLE AUGUSTA		11/17/26
Kraig Wangsness	705 Milledge Rd		11/17/26
Randall W. Hall	613 Bourk Place Augusta GA 30904		11/17/26
MARileeHATCHE			11/17/26
David Dunagan	3214 Montpelier Dr. 30909		11-17-26
Marilyn Wangsness	705 Milledge Road		11-17-2026

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Nick W. Evans	823 Milledge Rd.		10-20-26
Peter Cayle	602 Milledge Rd		10.20.26.
George Carssow	4102 williams		10-20-26
Anderson B. Jones	2 Prathe-Wood Ln		10/20/26
Preston Moss	134 Lafayette St. N.A, SC.		10/20/26
Lee Blitch	5 Lake Ct, Augusta		10/20/2026
Fred Palmer	5 Bransford Pl. Augusta GA		10/20/26
James Maners	2618 Henry St. Augusta GA 30904		10/20/26
Jimmy Rigsby	2913 Lake Forest Dr Augusta, 30909		10/20/26
Jay Cuss	825 Dogwood Ln		10/20/26
Mike Pope	86 Woodlawn Ln NA, SC		10/21/26
Stuart Walker	2205 Overton Rd.		10/21/26
James A. Mosley	8 Bristhecove way Aug. GA 30907		10/21/26
Rose Mosley	8 Bristhecove way Aug. GA 30907		10/21/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Doug Coleman	2425 Forest Park Rd		10-14-26
Todd Ingram	1446 Cannon Gate		10-14-26
Amy Brunk	915 Johns Rd.		10/14/26
SARAH MOONEY	2501 Henry St		10/14/26
J. Ben Dent	505 Regent Place		10/14/26
FRANK KNAPP	3048 Pine Needle Rd		10/14/26
Thomas E Day	13 Highgate Ct		10/14/26
Wilson Allgood	2306 Walton Way		10/14/26
JAMES TROTTER	3019 BRANSFORD RD		10.14.26
CHARLES COLEMAN	812 CARRIAGE C		10/14/26
David Hogg, Jr.	4 Eastleton Ct		10/14/2026
Edward Pomboy	2804 Bellevue Ave		10-14-2026
David C. Jones	3026 Bransford RD		10-14-2026
Stacy Sloy	5 ORLEANS PL		10-14-2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Jeff Hadden	601 11th St	Jeff Hadden	10-14-26
Brad Jones	2806 Bellevue Ave	Brad Jones	10-14-26
WALT PIPKIN	17 Bristl. cove Way	WP	10-14-26
TRIPP KUHLKE	2407 HALTON WAY	Tripp Kuhlke	10/14/26
Tim Lansdowne	3123 Switzer Drive	Tim Lansdowne	10/14/26
JOHN CATES	845 WATSON Mill CT	John Cates	10-14-26
Ram Doumar	3003 Park Ave		10/14/26
C.B. LANIER	301 SCOTTS WY AUG 30909	C.B. Lanier	10/14/26
Pat McCormack	7133 W. Lake Forest Pkwy		10/14/26
RCW AUGERS	2810 HILLCREST AUGUSTA 30909		10/14/26
RICK CHAUSSEN	3226 Huxley Dr	Rick Chaussen	10/14/26
GERALD MATHEIS	2715 BELLEVUE AVE	Gerald Matheis	10-14-26
JOHN GIBBS	760 TRIPP'S CT		10-14-26
Robert Osborne	946 Milledge	Robert Osborne	10/14/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
James O'Quinn	1109 Medical Circle		10/14/26
Greg Ellison	712 Ravenel Rd		10/14/26
Gary W. Williams	411 Wadsworth Ct		10/14/26
Jim Branch III	2138 Ansley Pl W		10/14/26
Thomas Bird	6 Orleans Pl		10/14/26
James Sherman	2225 Wheeler Rd		10/14/26
Andy Kilpatrick	600 Bourne Pl		10/14/26
North Goodwin	3115 Applegate Cove		10-14-26
Richard Peacock	502 Regent Pl		10-14-26
Melton Rhodes	3205 Candace Dr		10-14-26
Bertram Harbin	3012 Park Ave		10-14-26
Renee Brunson	2427 McDonald St		10-14-26
David Hudson	4 Highgate Cir 30909		10-14-26
John P Rhodes	2635 Walton Way	John P Rhodes	10-14-26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Ben Prather	3011 Lake Forest Dr.	Ben Prather	10/14/26
Albert Methvin	1314 Buena Vista Rd	Albert Methvin	10-14-2026
Houston Maund	3138 Edinburgh Dr.		10/14/2026
Andrea Gibbs	706 Montrose Ct	Andrea C Gibbs	10/14/2026
Susan Prather	3011 Lake Forest Dr.	Susan Prather	10-14-2026
William B Williard	1826 FORMOSA DR		10-14-26
Meghan Trotter	2245 Huntington Rd	Meghan Trotter	10-14-26
BRADLEY MEANS	2709 Bellevue		10/14/26
Jackson Means	2709 Bellevue		10/14/26
Ann Mitchell	2822 Peachtree Pkwy		10/14/26
Cameron Brown	606 Scotts Way		10/15/26
James H. Beacham III	3 Reid Ct.		10/15/26
Leland Malchow	2624 Walton Way		10/15/26
Katie Haskins	404 Waverly Dr.	Katie Haskins	10/15/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
ERICH TAFOYA	701 MONTROSE CT		10-14-26
CASH CUNNINGHAM	714 Montrose Ct		10/14/26
CHARLES ANDERSON	729 Montrose Ct		10/14/2026
Nancy McCann	708 Montrose	Nancy McCann	10/14/26
Larry Murray	710 Montrose Ct	LARRY MURRAY	10/14/2026
Ann Overstreet	704 Montrose Ct	Ann Overstreet	10/14/2026
Terry Boggs	705 Montrose Ct	TERRY Boggs	10.14.2026
William Weston	2232 Huntington Rd		10/15/26
Joel Paino	7 Eagleton Ct		10/15/2026
Jefferson Knox	12 Eyden Creek Rd		10/15/2026
David Joesbury	3329 Walton Way	David W. Joesbury	10-15-26
Davidson L Freeman	3049 Hillside Dr	Davidson L Freeman	10/15/26
EDWARD SERVY	1207 Johns Rd		10.15.2026
Chuck Baldwin	3140 Westminster Dr	C. Baldwin	10.5.2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Brian Rhodes	920 Milledge Rd		10/13/26
GREG HODGES	2819 BELLEVUE AVE		10/13/26
Clare Bowles	1035 Milledge Rd		10/13/26
Corey Bowles	1005 Milledge		10/13/29
George C. Purdy	14 Fendain Cove Rd		10-14-26
Gwen Miller	1426 Glenn Ave		10/14/26
Pierce Blitch	3303 Andover Ln.		10/14/26
Richard Ryon	742 Oberlin Rd		10/14/26
Bennett Burns	815 Johns Rd.		10-14-26
RAYMOND BRADY	1202 GLENN AVE	Raymond Brady	10/14/2026
Pam Francisco-Hester	68 Charlestowne Dr.	Pam Francisco-Hester	10/14/2026
P.K. Boardman	5082 Wheeler Rd.	P.K. Boardman	10/14/26
Julian A Lively III	730 Ravenel Rd	Julian A. Lively III	Oct 14 2026
Chase Prather	2540 Walton Way		Oct 14, 2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
JOY BERRY	92 BRISTLECONE CT		10-13-26
Corey Vines	2947 Leaflet Way		10-13-26
Wm. D. Hilton	2401 Walton Way		10-13-26
Chris Sem	1205 Highland Ave Way		10-13-26
David Benson	2341 McDonald St.		10/13/26
Kelly Krause	3047 Walton Way		10/13/26
Ed Perry	207 Mill Pond		10-13-26
BENMcE/MURRAY	712 Montrose		10-13-2026
Rob Godfrey	1006 Milledge RD		10-13-2026
Pam Miller	3817 Park Ave		10-13-2026
David McDaniel	2270 Overton Rd		10/13/2026
Dan Troutman	1339 Wingfield St		10/13/2026
Frank Dolan	808 Milledge	F. Dolan	10/13/2026
Peter Bachelder	2620 Helen St.		10/13/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
John Stewart	2236 McDowell St		10/13/26
Scott Bead	1032 Katherine St		10-14-2026
Christopher Cospa	1141 Glenn Ave		10-14-2026
WC Garren	1210 Council Dr	WC GARREN	10.14.26
Ash Smith	3043 Bransford Rd		10-14-26
Kelly Fox	2471 Willow Creek Ct		10/14/26
Thomas Kilpatrick	2252 Overton Rd		10/14/26
DAVID FISHER	115 SOMERSET COURT		10/14/26
Bennett Dudley	2706 Bellevue Ave		10/14/26
Louis Mulherin	3220 Lake Forest Dr		10/14/26
Chris Kuhlke	2326 Williams St		10/14/26
Bruce Parham	2801 Walton Way		10-14-26
Robbie Parrott	3422 Dunnington Pl		10-14-26
Will Bedgood	824 Windsor Court		10/14/26
George Morgan	3 Somerset Court		10/14/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Robert Woods	1617 Jones St Augusta, GA 30904		10/14/26
REAB BERRY	2111 GARDNER ST 30904	LPBerry	10/14/26
Ann Megan Douglas	3041 Pine Needle 30909	Ann Douglas	10/14/26
Betsy Balk	2003 Hampton Ave 30904	Betsy B Balk	10/14/26
JOE NORMAN	3126 MONTPELIER AUGUSTA GA		10-14-26
Duncan Johnson	2 Carlton Ct Augusta GA 30909		10-14-26
Rhodes Seeger	10 Tall Pine Circle Augusta, GA 30909		10-15-26
CRAIG SIMS			10-15-26
DEXTER ARNOLD	928 JOHNS RD.		10-15-2026
Michael Thurman	1913 Wrightsboro Rd		10-15-2026
William Morrow	704 Millecke Rd		10-15-2026
Jay Forrester	8 Bent Tree Ct		10/15/26
Wade C. O'Dell	816 Dogwood LN		10/15/26

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Matt Mills	3009 Lake Forest		10/13/26
Les Perry	3022 Park Ave		10/13/26
Jed Howington	2560 Walton Way		10/17/26
Dykes Herbin	1013 River Ridge Dr		10/13/26
Tommy Cook	9 Rockbridge Rd		10/13/26
Blake Smith	3136 Edinburgh Dr		10/18/26
Daniel Metzel	723 Chipandic D		10/13/26
Daniel Holloway	3125 Edinburgh Dr		10/17/26
Mary Fenn	1316 Highland Ave		10/13/26
Chad Kilpatrick	2609 Central Ave		10/13/26
John Mills	2429 Walton Way		10/13/26
James G Beck III	702 Westminster Ct.		10/13/26
PAUL TROTTER	1121 JOHNS RD 30904		10/13/2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Cole Townsend	1734 Oak Drive	Cole Townsend	10/15/26
MIKE DOWNING	3040 PINE NEEDLE RD	Michael Downing	10/15/2026
Keith Wagner	807 Windsor Ct	Keith Wagner	10/10/24
Tim Trulock	3100 Trafalgar Dr	Tim Trulock	10/15/26
Alex Wise	810 Dogwood	Alex Wise	10/15/26
Jack Gibbs	2324 Williams St	Jack Gibbs	10/15/26
DAN WEIGLE	1 SCHMIT PL 30909	Dan Weigle	10/15/26
Philip Kelly	1334 Glenn Ave 30904	Philip Kelly	10/15/26
deVane Batchelor	2421 Kingsbay	deVane Batchelor	10/15/26
Michael Downing	738 Oxford RD	Michael Downing	10/15/26
Robert Meybohm	1008 Meigs St	Robert Meybohm	10/15/26
Rodger Munchic	3235 Tanspire	Rodger Munchic	10/15/26
Don Grantham	2969 Heidesack	Don Grantham	10/15/26
Robert MacGregor	810 Carriage Ct.	RM	10/15/2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Mildred Klosinski	2934 McDowell St Augusta GA 30904	Mildred Klosinski	10-15-26
John P. Boone III	507 Regent Pl Augusta 30909		10-15-24
Robert Bovard	2430 Williams St. Augusta, GA 30904	Robert D. Bovard	10/15/26
Kevin York	511 Regent Pl Aug 30909		10/15/26
Bobby Wright	2567 Henry St 30904	Bobby Wright	10/15/26
James Overstreet	2237 Canning Rd Augusta, GA 30904		10/15/26
Austin Moss	1530 Monte Sano Ave Augusta GA 30904		10/15/26
Ben Braxton	2914 Bransford Rd Augusta, GA 30909		10/15/26
John R Smith	816 Cornell Rd Augusta, Ga	John R Smith	10/15/26
Mark Wilson	475 Fairlawn Dr #46 30907		10/15/26
James P. Cantrell	2015 Autumn Chase Augusta		10/15/26
Kevin McDonald	3209 Candace Dr Augusta, GA 30906		10/15/26
John T. Chandler, Jr	2918 Lake Forest Dr Augusta, 30909	John T Chandler	10/15/2026
John B Defoor	3505 Hemstead Ct Hephzibah		10/15/2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Chris Cunningham	3000 Brownstone Dr		10/15/26
Randal Bantwell	3051 Hillandale Dr		10-15-26
Jay Sandlin	605 Scotts Way		10/15/26
Charles May	2814 Hillandale		10-11-26
JACK MYERS	742 MALVERN LN.		10-15-26
Callie Casper	604 Scotts Way		10-15-26
Stephen Hardy	1958 McDonald St.		10/15/26
Bob Barnes	725 Hickman Rd		10/15/26
George Fisher	3005 Bransford Rd		10/15/26
Jerry Hennington	2312 Walton Way		10/15/26
	16 Hedgelawn		10/15/26
	209 Shady Ln		10/15/26
Mike Blan	3136 Natalie Circle		10/15/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Benjamin Cosella	2403 Williams St. 30904		10/16/2026
Donald Loebl, Jr	1114 Glenn Ave 30904		10/16/2026
NICHOLAS W GLADD	1303 Glenn Ave 30904		10/16/2026
Allan Barrett	809 Windsor Ct 30909		10/16/26
BRYAN HATCH	2334 OVERTON RD 30904		10/16/26
Ben F. Moss IV	2723 Henry St 30909		10/16/26
Danny Cambrel	2723 Walton Way 30909		10/16/26
Rich Slaby	770 Camellia Rd		10/16/26
BART TRULOCK	1112 KING PL		10/16/26
Brooks Hudson	1121 Monte Sano Ave		10/16/26
M. Brannon Sell	2837 Helen St		10/16/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
PATRICK PERRY	3026 Parkwood		10/14/25
Levi Hill	1006 Johns Rd		10/14/25
Potts	3045 Pine Needle	R. Bates McSpadden	10/14/25
James Fox	JSFox	733 Ramsdell	3/11/48

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Henry D Harbett III	825 Camellia Rd		10/15/26
Tim E. Wright	2356 Williams St		10/15/26
Stanley E Martin	3067 Hillsdale Dr		10/15/2026
Gerald Reynolds	2914 Bransford Rd		10/15/2026
Nick Dickinson	3015 Park Ave Augusta, 30909		10/15/2026
Troy Crabill	408 Scotts Way Aug. GA 30909		10.15.26
Ray Simkins	[illegible]		10/15/26
Jimmy Kenarick	3072 Lake Forest Drive		10-15-26
Berkeley Teston	512 Regent PL.		10-15-26
Kevin Teston	512 Regent PL	Kevin Teston	10-15-26
Andrew Williams	1227 Highland Ave		10-15-26
Joseph Douglas	3034 Pine Needle		10-15-26
Jeff Jones	610 Canterbury Dr.		10/15/26
JASON SAYER	1312 COMPOST RD		10/16/2026
KC Ezzell	3004 Cardinal Dr.		10/16/26
John Hudson	17 Rockbrook Rd		10/12/26
Larry Williams	439 Shallowford Cir		10/14/26

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PETITION IN SUPPORT OF
PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Charlotte Clint	Hephzibah GA 30815 2968 Keysville	Ch. Charlotte Clint	10/19/2026
Luigi Condenito	1656 Pendleton Rd. Aug, GA 30904		10/19/2026
Edgar Perry IV	1326 Highland Ave Augusta GA, 30904		10/27/2026

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PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

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By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Steven McBride	3476 Lewis Rd	Steve McBride	10/15/2026
Julie Kovalski	1002 Murphy St	Julie Kovalski	10/15/26
Penny Walker	3518 Trudyshire dr	Penny Walker	10/15/26
Lawton Bacon	Apt 124 3722 Walton Way	Lawton Bacon	10/15/26
Ruby E. Taylor	103 Angela Dr Apt 201	Ruby E. Taylor	10/15/26
mariah wright	104 Arborside dr Augusta GA 30909	M Wright	10/15/26
LATISHA LEE	3436 Firestone Dr Hephzibah GA 30815	L Lee	10/15/26
Rebecca LeRoy	2020 Virginia Ave Augusta Ga 30906	R Leroy	10-15-26
Brenton Bussey	2518 Pate Ave		10-15-26
Carl Hal Smith	1712 Sandalwood	Dr. Carl Hal Smith	10-15-26
Scotty Sconyers	4514 Meadowgrass Dr		10-15-26
Tyiesha Royals	3617	Tyiesha Royals	10-15-26
Sabrina Collier	2833 Conniston Drive Hephzibah GA	Sab Collier	10-16-26
Dee Dee Perry	3022 Lane Avenue Augusta, GA 30909	Dee Dee Perry	10-16-26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
TJ Barton	2817 Helen St 30909		10/19/26
Travis Wright	3216 Drysdale Way 30909		10/19/26
Ed Pollock	1135 Monte Sano Ave Augusta 30904		10/19/26
Barry Storey	10 Highgate W. Augusta 30909		10/19/26
Lacy Baldwin	2924 Hampstead Augusta 30909		10/19/2
Matt Dykes	1122 Glenn Ave. Augusta, GA 30904		10/19/26
Ryan Downs	2417 McDowell Augusta GA 30904		10/19/26
Clay Ward	1131 Belmont Dr. Aug. GA 30909		10/19/26
Kevin Sweeney	2808 Hillcrest Ave Augusta, GA 30909		10/19/26
John Cates	2425 Walton Way Augusta, GA 30904		10/19/26
Will Evans	58 Conifer Circle Augusta, GA 30909	William B Evans	10/19/26
CHRIS LEWIS	3033 PARK AVE AUGUSTA GA 30909		10/19/2026
Lee Bennett	2638 Walton Way Augusta, GA		10/19/26
DAN HOLLOWAY	3114 WARREN'S BOROUGH AUGUSTA 30909		10/19/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
JOHN B WEST	958 HEARD AVE		10/19/2026
Matt Murphy	3203 Candace Dr		10/19/2026
DENNIS TROTTER	3006 PARK AVE 30909		10-19-2026
JEFF SPEARS	WW 2535		10/19/26
Preston Nielsen	805 Pointer Trail Dr		10/23/26
Joe Robbins	1137 Kennedy Ave		10/23/2026
[illegible]	572 North Lane		10/23/26
Robert Wills	2345 KINGS WAY		10/24/26
Marcellus Wilson	2911 Kipling Dr.		10/24/26
CHARLES D. WALL JR.	1048 KATHERINE ST	Charles D. Wall Jr.	10-24-2026

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Jack Helton	3026 Fox Spring Ct Augusta, GA 30909		10/21/26
Tennant Hasha	2727 Hallcrest Ave Augusta GA 30909		10/22/26
DAVID RIVERS	3015 LAKE FOREST DR AUGUSTA, GA		10/22/26
Richard Johnson	3024 Rainville Augusta		10/20/26
MARION MCLAUGHLIN	3737 Wilkins Way Augusta GA		10/22/26
John McCall	3207 Marbella Augusta 30909		10/22/26
BILL PRATFIELD	2808 FIELLARE AUGUSTA GA 30909		10/22/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Chad Strasburg	161 Blake Dr	[signature]	10/22/2026
Rich Zabel	5273 Aruba Cir	[signature]	11/3/26
Mason Johnston	2146 Central Ave	[signature]	11.3.26
[signature]	1009 MEIGS ST	CAROLINE HAYNES	11/3/26

PETITION IN SUPPORT OF
PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
DAVID A JOHNSTON	815 CAMELLIA RD AUGUSTA 30909	David G. Johnston	11/16/2026
Sara Blitch	815 Camellia Rd Augusta 30909	Sara Blitch	11/16/2026
Chad Demayar	2717 Wellington Dr. Augusta 30909		11/16/2026
Robin Allen	2237 Pickens Rd	Robin Allen	11/17/26
Rick W. Allen	2237 Pickens Rd	Rick W. Allen	11/17/26
SCOTT PARKER	3103 EDINBURGH DR 30909	Scott Parker	11/17/26
Jean Chadwick	2714 Hillcrest Ave Augusta GA 30909	Jean Chadwick	11/17/2026
David Hogan	2930 Bransford Rd. Aug. GA 30909	David Hogan	11/17/2026
John Phillips	2114 Gardner St. Augusta, GA 30904	John Phillips	11-17-2026
LEE L. PRATER	3711 Caydaco Augusta, GA	Lee L Prater	11/17/26
JACKIE Prater	3711 Caydaco Augusta	Jackie Prater	11/17/26
Raymond Emmons	4316 Forest Rd Aug, 30815	RRE	11/17/26
Kathleen Hankins	2303 Overlook Rd Aug. 30904	Kathleen Hankins	11/17/26
Luke Adams	3110 Exeter RD Aug 30909	Luke Adams	11/17/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
MArsten II Brown	924 Littleton	Marsten Brown	11-15-2026
Caroline Morris	704 Millerdale Rd	Caroline S Morris	11/15/26
Juliet Ann Boardman	3715 Hillcrest Ave	Juliet Ann Boardman	11/15/26
Clark Palmer	607 Trafalgar Lane		11/15/26
Allie Palmer	607 Trafalgar Lane		11/15/26
Kathleen Brown	606 Scotts Way		11/15/26
Pamela N. Ross	2248 Cumming Rd	Pamela N Ross	11/15/26
Pamela N Pope	86 Woodlawn Lane	Pamela N Pope	11/15/26
Michael N Pope	86 Woodlawn Lane	Michael N Pope	11/15/26
Peter Yound	3038 Lake Forest Drive Augusta 30909	Peter S. Yound	11/15/26
Jane Cudd	825 Dogwood Ln. 30909		11/15/26
Timothy E. Moses	2689 Bellevue Ave Augusta, GA 30904		11/16/26
Andrew Caithum Bussey	2609 Bellevue Ave Augusta, GA 30904		11/16/26
BRIAN MCKINNEY	2308 Middleton Ct Aug, GA 30909		11/16/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Whitt Rutland	713 Bransford Road Augusta, GA 30909	Whitt Rutland	11/15/26
Jerry Hourington	2312 Walton Way 30904	J	11/15/26
Helen Chrisman	909 Littleton St.	Helen Chrisman	11/15/26
Emily Stevenson	2914 Lake Forest Dr Augusta 30909	E Stevenson	11/15/26
Linda Hall			11
John Lee	2204 Gardner St Augusta 30904	John Lee	11/15/2026
Allison Paine	7 Eagleton Ct Augusta 30909	Allison Paine	11/15/2026
Joel Paine	7 Eagleton ct Augusta 30909	Joel Paine	11/15/2026
Lynda Neal	3711 McDowell St	Lynda Neal	11/15/2026
Lenora Neal	✓ ✓	Lenora Neal	11/15/2026
Thomas Poteet	2145 Avis Rd Augusta GA 30909	Thomas Poteet	11-15-26
Karen Hogg	619 Cambridge Rd Augusta 30909	Karen Hogg	11-15-26
William R. Latcher	~~6533 Pickens Rd~~	William R. Latcher	1-15-26
Sarah Ketchen	2233 Pickens Rd	Sarah Ketchen	1/15/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Craig Parrish	602 Bourne Place Augusta 30904		11/14/26
Chris Morris	1217 Peachtree Road Augusta, GA 30909		11/14/26
Dom Morris	1217 Peachtree Rd. Augusta GA 30909		11/14/26
Avis Yount	3038 Lake Forest Dr. Augusta, GA 30909		11/14/26
Josh Rafoth	3222 Hunter Dr. Augusta 30909		11/14/26
Miles Downing	3413 Kerry Pl Augusta, GA 30909		11/14/26
Anna Downing	3413 Kerry Pl Augusta, GA 30909		11/14/26
David Avrett	2219 Overton Rd Augusta Ga 30904		11/14/26
W. Franklin Allen	2360 Walton Way Augusta, GA	W. FRANKLIN ALLEN	11/15/26
Philip Lee	3426 Dunnington Pl Augusta, GA 30909		11/15/26
Anne S. Wilson	2206 Gardner St Augusta, GA 30904		11/15/26
James T. Wilson III	2206 Gardner St Augusta, GA 30904		11/15/26
James T Wilson IV	2206 Gardner St. Augusta GA 30904		11/15/26
Virginia H. Rutland	713 Brantford Road Augusta, GA 30909		11/15/26

PETITION IN SUPPORT OF PARTIAL JOHNS ROAD ABANDONMENT

By signing below, I express my support for the proposed abandonment of approximately 475 feet of Johns Road in Augusta, Georgia, as illustrated in the accompanying plans.

Printed Name	Street Address	Signature	Date
Lucy Knapik	2644 Henry St	Lucy Knapik	10/15/26
Elle Johnson	3212 Dresden	Elle Johnson	10/15/26
Patrick Moseley	2206 Dartmouth Rd		10/15/26
Bettis Rambo	2 India Creek Rd		10/15/26
Al Dudley	2230 Pickens R	Al Dudley	10/15/26
Phil Lee	3426 Dunnington Pl	Phil E. Lee	10/15/26
Meghan Trotter	2245 Huntington Rd	Meghan	10/15/26
Wm Gilliford	1820 Forest Dr		10/15/26

(7)

Engineering Services Committee

Meeting Date: November 24, 2026

Approve Purchase of Two Peerless Pumps for Golden Camp Booster Station

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve the purchase of a two Peerless Pumps for Golden Camp Booster Station.
Background:	AUD maintains numerous water pumping stations around Augusta. Over time, AUD has standardized on several pump manufacturers for consistency throughout the system. This agenda item is for two replacement Peerless pumps for the Golden Camp Booster Station because they are replacements for the existing pumps in the system.
Analysis:	This agenda item is for a sole-source purchase of two Peerless pumps for the Golden Camp Booster station. These are replacements for existing pumps.
Financial Impact:	$50,600.00 from operating funds is needed to fund this purchase.
Alternatives:	None are recommended.
Recommendation:	Approve Purchase of two Peerless pumps for the Golden Camp Booster Station.
Funds are available in the following accounts:	506043580-5425110
REVIEWED AND APPROVED BY:	WB

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/23/2026

DIVISION Facilities Maintenance

FUND #: 506043580-5425110

- [x] WATER
- [x] EQUIPMENT
- [ ] CHEMICAL
- [ ] LAB
- [ ] IT
- [ ] ROUTINE
- [ ] SEWER
- [ ] TOOLS
- [ ] GASES
- [ ] UNIFORM
- [ ] SCADA
- [ ] EMERGENCY
- [ ] SUPPLIES
- [ ] SAFETY
- [x] REPAIR
- [ ] LIFT STATION
- [ ] INVENTORY
- [x] SOLE SOURCE
- [ ] SERVICE
- [ ] OFFICE
- [ ] MAINTENACE
- [ ] OTHER
- [ ] BID ITEM
- [ ] PREFER ITEM
- [ ] FIBER

SHIP TO:

2822 Central ave. Augusta,Ga 3090

VENDOR:	Templeton & Associates		
ADDRESS:	Samuel.Dillard@templeton-associates.com		
PHONE #:	770.614.8550		
QUOTED BY:	Mike Dillard		

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Peerless Pump	2	25,300.00	50,600.00		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			50,600.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Peerless Pump Company 2AE11 model HSC pump and base. Falk Steelflex coupling included. 50 HP motor to be skid mounted and shipped with pump.

REQUESTED BY: Frank W Byne

APPROVED BY:

TEMPLETON & ASSOCIATES

EQUIPMENT SALES

A FERGUSON COMPANY

www.Templeton-Associates.com

DATE: November 20, 2026
TO: JOHN GOODENOUGH
PROJECT: HIGH SERVICE PUMP REPLACEMENT – GOLDEN CAMP
LOCATION: AUGUSTA, GA
EQUIPMENT: PEERLESS HSC PUMPS

On the terms and conditions contained herein and attached, we offer the following equipment:

Two (2) Peerless Pump Company 2AE11 model HSC pump and base. See data sheets below for pump construction details. NSF61 certified. Falk Steelflex coupling included. 50 HP motor to be skid mounted and shipped with pump.

Pump rotation (left or right hand) must be confirmed prior to order acceptance. Performance testing, engineering/anchor calculations, and startup/installation services not included.

TOTAL PRICE: $50,600

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **John Goodenough 706-691-2697**

DATE: 11/23/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The Utilities Department requests approval to purchase (2) Peerless Pump Company Model 2AE11 Horizontal Split Case (HSC) Pump and Base from Templeton & Associates Equipment Sales, Inc. as a sole source procurement for the replacement of existing high service pumps at Golden Camp Booster Station.

The specified Peerless pump is required to maintain compatibility with the existing high service pumping system and associated infrastructure. Procuring the specified manufacturer and model will help maintain consistency with existing equipment, minimize potential installation modifications, and reduce the risk of operational disruptions.

Templeton & Associates Equipment Sales, Inc. is the designated sole source provider for Peerless Pump Company equipment within the municipal market in the State of Georgia.

Replacement of this high service pump is necessary to maintain the reliability and operational efficiency of the water distribution system.

Purchasing the specified equipment through the manufacturer's designated municipal representative supports equipment standardization, compatibility, and continuity of maintenance and service.

Augusta GEORGIA

Print Fo

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

Vendor: Templeton & Associates **E-Verify Number:** 208916

Commodity: Peerless Pumps

Estimated annual expenditure for the above commodity or service: $ 50,600.00

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

_____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

X 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

_____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: John Goodenough Department: 4416 Date: 11/23/2026

Department Head Signature: Frank W Byne Date: 23 Nov 26

Approval Authority: Date: 11-23-26

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

COMMENTS:

May 7, 2026

Mr. John Goodenough
535 Telfair Street
Augusta, GA 30901
Phone: 706-821-2300
JGoodenough@augustaga.gov

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Goodenough,

Please accept this letter as formal notification to City of Augusta that Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales, is the sole source supplier for Peerless Pump products for the state of Georgia's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column, and end suction pumps.

Please contact Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales
Branch # 3758
4324 Brogdon Exchange
Suwanee, GA 30024

Respectfully,

Jose Leon

Jose Leon, PE
Regional Sales Manager – Southeast US
Peerless Pump Company
jaleon@peerlesspump.com

Engineering Services Committee

Meeting Date: November 24, 2026

Approve Purchase of Vaughn Chopper Pump for Apple Valley Lift Station

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve the purchase of a Vaughn Chopper Pump for the Apple Valley Lift Station.
Background:	AUD maintains numerous lift stations around Augusta. Over time, AUD has standardized on Vaughn Chopper pumps for these stations because they perform better under current sanitary conditions. These conditions include the use of flushable wipes and other recalcitrant items placed in the sewer system.
Analysis:	This agenda item is for a sole-source purchase of one pump for the Apple Valley lift station. This is a replacement for an existing pump.
Financial Impact:	$27,840.00 from operating funds is needed to fund this purchase.
Alternatives:	None are recommended.
Recommendation:	Approve Purchase of Vaughn Chopper Pump for Apple Valley Lift Station.
Funds are available in the following accounts:	506043580-5425210
REVIEWED AND APPROVED BY:	WB

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

REQUISITION #

CHECK ALL THAT APPLY:

DATE: 11/23/2026

DIVISION Facilities Maintenance

FUND #: 506043580 -5425210

- ☐ WATER
- ☐ SEWER
- ☐ SUPPLIES
- ☐ SERVICE
- ☑ EQUIPMENT
- ☐ TOOLS
- ☐ SAFETY
- ☐ OFFICE
- ☐ CHEMICAL
- ☐ GASES
- ☐ REPAIR
- ☐ MAINTENACE
- ☐ LAB
- ☐ UNIFORM
- ☑ LIFT STATION
- ☐ OTHER
- ☐ IT
- ☐ SCADA
- ☐ INVENTORY
- ☐ BID ITEM
- ☐ ROUTINE
- ☐ EMERGENCY
- ☑ SOLE SOURCE
- ☐ PREFER ITEM
- ☐ FIBER

SHIP TO:

2822 Central ave. Augusta,Ga 3090

VENDOR: Templeton & Associates

ADDRESS: 4324 BROGDON EXCHANGE DUWANEE, GA 30024

PHONE #: 770.614.8550

QUOTED BY: Mike Dillard

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Vaughan Chopper Pump	1	24,040.00	24,040.00		0.00		0.00
2.	Apple Valley LiftStation			0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES	1	3,800.00	3,800.00		0.00		0.00
	TOTAL			27,840.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Vaughan Model V6U-100 x 21 Feet Long Vertical Wet Well Chopper

TA 59848

REQUESTED BY: Renee Tager

APPROVED BY: Stephen Orton

Frank W Byne

TEMPLETON & ASSOCIATES
EQUIPMENT SALES
A FERGUSON COMPANY

4324 BROGDON EXCHANGE ■ SUWANEE, GA 30024 ■ 770.614.8550 ■
WWW.TEMPLETON-ASSOCIATES.COM

Project: City of Augusta, GA – Apple Valley Pump Station
Note: Duplicate SN 149564

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	EA	**Vaughan Model V6U-100 x 21 Feet Long Vertical Wet Well Chopper Pump consisting of:** **Casing**, cast ductile iron. **Impeller, Cutter Bar, Cutter Nut and Upper Cutter,** cast steel, heat treated to minimum Rockwell C60. **Discharge Flange**, 6", ANSI CL 150 **Bearings**, oil bath lubricated with minimum 100,000-hour L-10 bearing life except top bearings are grease packed. **Mechanical Seal**, cartridge type with ductile iron gland, Viton O-rings, silicon carbide faces, and integral stainless steel sleeve as manufactured by Vaughan. **Elastomers**, Buna-N. **Coupling**, elastomeric type manufactured by TB Woods. **Motor Mount,** fabricated steel, piloted for self-aligning mounting of the motor. **Automatic Oil Level Monitor**, 316 stainless steel reservoir with 120V switch and relay. **Deck Plate**, fabricated steel complete with lifting eyes and anchor bolt holes. **Premium Pump Finish:** Solvent wash, sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)		

TOTAL PRICE: $24,040

Customer to reuse existing 40 HP 1750 RPM 324TC Frame Motor.

Freight Options:
Estimated Freight for Single Shipment, FOB Destination **$3,800**

Freight quotes are for informational purposes only and is not a guarantee of the final shipping charge. Shipping charges are not finalized until the equipment leaves Vaughan's warehouse. Partial shipments are subject to additional freight charges

Applicable Vaughan Pre-Start-up Check Lists are to be completed and submitted prior to scheduling On-Site Startup with an Authorized Vaughan Representative. Start-up activities are limited to the applicable Vaughan Start-up and Certification Check Lists and Vaughan supplied equipment. Vaughan start-up excludes installation, field testing, tools, appurtenances, instrumentation, and video recording.

Mike Dillard | Templeton & Associates Equipment Sales |
|www.templeton-associates.com| 4324 Brogdon Exchange, Suite 200, Suwanee, GA 30024
|+ 1 770.614.8550 o | Samuel.dillard@templeton-associates.com

TEMPLETON & ASSOCIATES
EQUIPMENT SALES
A FERGUSON COMPANY
4324 BROGDON EXCHANGE ■ SUWANEE, GA 30024 ■ 770.614.8550 ■
WWW.TEMPLETON-ASSOCIATES.COM

Project: City of Augusta, GA – Apple Valley Pump Station
Note: Duplicate SN 149564

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			Pump Performance: 1400 GPM @ 65 FT. TDH **Application**: Pump Station **Industry**: Municipal		

PRODUCTION TIME:	ESTIMATED 12-14 WEEKS SHIPMENT AFTER RECEIPT OF APPROVED SUBMITTALS OR RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILITY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
TERMS:	NET 30 DAYS, CONTINGENT ON CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

Mike Dillard | Templeton & Associates Equipment Sales |
|www.templeton-associates.com| 4324 Brogdon Exchange, Suite 200, Suwanee, GA 30024
|+ 1 770.614.8550 o | Samuel.dillard@templeton-associates.com

Unmatched Reliability Vaughan®

1. **GENERAL:** The Terms & Conditions herein established by Vaughan Co., Inc. ("us", "we", "our") as may be amended by us from time to time ("Terms and Conditions") apply to all dealings with our potential and actual customers ("you" and "your"), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") or sale by us with respect to goods we sell ("Product(s)"). Written authorization is only valid if executed by an authorized officer of Vaughan Co.
2. **SCOPE OF SUPPLY:** Scope of supply will be limited to accepted quotation or approved submittals, if required.
3. **ACCEPTANCE OF ORDERS:** No Communication is binding on us unless written authorization is obtained by an authorized officer of Vaughan Co. Any sample provided by us is not part of an Accepted Order.
4. **SUBMITTALS:** Drawings and submittals for approval will typically be supplied four to six (4-6) weeks from the receipt of the order in pdf format. Vaughan will not be responsible for damages, fees or charges for any additional submittal reviews that were not the fault of Vaughan.
5. **PRODUCTION TIME:** Vaughan's production time will begin after complete submittal approval, release to production, execution of the purchase order and receipt of progress payments, if applicable. Production time excludes time to approve test results.
6. **NO CANCELLATION:** Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose. Any custom ordered parts cannot be cancelled without full payment.
7. **DEFAULT:** If Buyer defaults on the contract, Vaughan shall have the right to be cancel the contract in part or whole. Buyer shall be responsible for reasonable termination charges up to the total agreement value. The termination charge is at Vaughan's discretion dependent upon the percentage of the Agreement price reflecting the percentage of the work fabricated prior to the default plus actual direct costs resulting from default, including cancellation charges directly associated with costs for items that are in production at time of cancellation.
8. **PRICE INCREASE:** Price of Product(s) is subject to increase if equipment is not released to production within six months from the date Vaughan receives the initial purchase order from you.
9. **TAXES:** All prices are subject to all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Product(s) ("Applicable Taxes"). Customers located in states where Vaughan is registered for sales tax sales must pay sales tax on all orders delivered or picked up within said state unless Vaughan Co. has in its possession an accurate and current resale or exemption certificate or other acceptable alternate document on file for your company and/or project. If you have a certificate on file with Vaughan Co., please indicate on the purchase order if tax is to be applied or not at the time of the order. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment. Regardless of any other payment terms, all Applicable Taxes are due net 30 days from the invoice date.
10. **PAYMENT TERMS:** Terms of sale will be shown on each invoice or purchase order, and it is agreed that invoices will be paid in full when due. Standard payment terms for projects covered by a project payment bond that extends coverage to Vaughan Co. are as follows:
    10% upon submittal approval;
    10% prior to shipment of equipment;
    75% net 30 from shipment of equipment;
    5% due at the earlier of startup or 120 days from shipment of equipment.

    However, Vaughan may at their discretion alter these percentages on a case by case basis. Projects that are not covered by a project payment bond, or payment bonds that do not extend coverage to Vaughan Co., must be 100% prepaid in advance of shipment. Payment is not subject to hold-backs or contingent upon the Buyer receiving payment from the Owner. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payments terms, (c) withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders and/or (d) file a lien or bond claim for any unpaid labor or material.
11. **RETAINAGE:** Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due at the earlier of start-up or 10 days upon owner's acceptance, however, retainage shall not exceed 120 days from the shipment of equipment.
12. **FREIGHT:** Unless otherwise stated in the purchase order or quote, freight for a single shipment is included. Additional freight cost for split-shipments will be the responsibility of the Buyer. Buyer is responsible for providing complete shipping information and requirements including, but not limited to residential delivery, lift gates, limited access, advance notice, construction/jobsite, etc. Failure to provide accurate information may result in additional shipping fees. Those fees are the responsibility of the Buyer and will be billed accordingly
13. **DATE OF SHIPMENT:** Shipment dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals, execution of purchase order, receipt of progress payments and approved factory tests, if applicable. You must accept delivery after approval of submittals, production time and factory test approval or issue us a change to the Accepted Order that must be accepted by us in writing. . If Vaughan does not receive approval to ship equipment within 30 days from the submission of factory tests, Buyer will pay Vaughan $100 per day for storage of equipment.
14. **LONG TERM STORAGE:** We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.
15. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed of any shortages, visible material defects or non-conformance of the Product(s) with the Accepted Order. Products not rejected during said period will be deemed accepted. If the equipment is damaged during transport that was arranged by Vaughan, Vaughan will file the claim with the freight carrier. Any damages will be limited to the amounts recovered by Vaughan from the freight carrier.
16. **TITLE AND RISK OF LOSS:** Title to and risk of loss will pass from Vaughan to Buyer upon delivery of equipment, but not prior thereto.
17. **RETURNS:** Product(s) may not be returned for any reason without authorization by us. Please refer to the "Returned Goods Authorization Policy" for further information on returns.
18. **WARRANTY:** Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of twelve (12) months from date of startup, not to exceed eighteen (18) months from the date of shipment from Vaughan Co. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or. removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation. All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives. Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees

profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others. Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request. Any warranty shall be void if the total contract amount is not paid in full. Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co. Warranty eligibility determination is at Vaughan Co.'s sole discretion. Warranty Limitations: This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes; Misuse, abuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions, defective power supply, improper electrical protection, improper storage, faulty installation, maintenance, or repair, wear caused by pumping abrasive or corrosive fluids or by cavitation, dissatisfaction due to buyer's remorse, damages incurred during transportation, damages incurred during installation or maintenance. ***THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*** This warranty is void if payment in full is not made in accordance with the invoice terms.

19. **FORCE MAJEURE:** Vaughan shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations due to causes such as fire, earthquakes, flooding or other natural disasters, failure of our supplier to deliver on time, war, acts or threats of terrorism, strikes and any other circumstance outside the reasonable control of Vaughan.
20. **DAMAGES:** Vaughan is not responsible for any damages due to delays, special, indirect, consequential or punitive damages.
21. **BACK CHARGES:** You shall not charge Vaughan back charges without first receiving written approval from an authorized officer of Vaughan Co.
22. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys' fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
23. **CONFIDENTIALITY:** Buyer shall take reasonable efforts to maintain as confidential, such items marked or identified as such by Vaughan. Such confidential information shall not include information which may have been provided to Vaughan in connection with this Agreement. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Vaughan, and all related intellectual property rights, shall remain Vaughan's property. Vaughan grants Buyer and Owner a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the work. Buyer shall not disclose any such material to third parties without Vaughan's prior written consent
24. **EAR COMPLIANCE:** If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States in accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."
25. **GOVERNING LAW:** The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
26. **DISPUTES:** Any claim or dispute between Vaughan and Buyer, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Vaughan's and Buyer's designated representatives. Vaughan and Buyer each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated on-site representatives, the following dispute resolution procedure shall apply:
    i. No later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Seller and Contractor shall attempt to resolve the matter.
    ii. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator that is mutually acceptable. The location of the mediation shall be in County wherein the project is located.
    iii. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file a demand for arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
27. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.
28. **INDEMNITY CLAUSE:** Any indemnification shall not include claims of, or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault. Buyer shall indemnify Vaughan for any claims or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct by the Buyer, Owner, their officers, directors, employees, agents and/or consultants.
29. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
30. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
31. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by an officer of Vaughan Co. Vaughan Co. is only bound to the terms of the contract/agreement/purchase order between Vaughan and Buyer. The Buyer's Prime Contract with an Owner shall not affect the contract between Vaughan and Buyer unless specifically accepted in writing by an authorized officer of Vaughan Co.
32. **COUNTERPARTS:** This Agreement may be executed in counterpart, and may be executed by way of facsimile, email or electronic signature, and if so, shall be considered an original.
33. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.

Unmatched Reliability Vaughan®

Vaughan Company, Inc. (Vaughan Co.) warrants to the original purchaser/end user (Purchaser) all pumps and pump parts manufactured by Vaughan Co. to be free from defects in workmanship or material for a period of twelve (12) months from date of startup, not to exceed eighteen (18) months from the date of shipment from Vaughan Co. Startup data must be submitted to Vaughan Co. within 30 days of startup. If Purchaser fails to submit startup data within 30 days of startup, then Vaughan, in its sole discretion, may elect to void this warranty at any time. Purchaser must contact Vaughan Co. prior to commencing any repair attempts, or removing pump or parts from service. If Purchaser fails to contact Vaughan Co. prior to commencing any repair attempts or removing pumps or parts from service, then Vaughan, in its sole discretion, may elect to void this warranty at any time.

If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, as directed by Vaughan Co., transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of pump or part removal and/or re-installation.

All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives.

Vaughan Co. shall not be liable for consequential damages of any kind, including, but not limited to, claims for property damage, personal injury, attorneys' fees, lost profits, loss of use, liability of Purchaser to customers, loss of goodwill, interest on money withheld by customers, damages related to third party claims, travel expenses, rented equipment, third party contractor's fees, or unauthorized repair service or parts. The Purchaser, by acceptance of delivery, assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the Purchaser, its employees or others.

Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the Purchaser. It is Purchaser's responsibility to consult the applicable product documentation for specific warranty information. Specific product documentation is available upon request.
Any warranty shall be void if the total contract amount is not paid in full.

Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

Warranty eligibility determination is at Vaughan Co.'s sole discretion.

Warranty Limitations:
This warranty shall not apply to any pump or pump part which has been subjected to or been damaged by any of the following non-exclusive list of causes:

- Misuse
- Abuse
- Accident
- Negligence
- Operated in the dashed portion of the published pump curves
- Used in a manner contrary to Vaughan's printed instructions
- Defective power supply
- Improper electrical protection
- Improper storage
- Damages incurred during installation or maintenance
- Faulty installation, maintenance, or repair
- Wear caused by pumping abrasive or corrosive fluids or by cavitation
- Dissatisfaction due to buyer's remorse
- Damages incurred during transportation

THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TEMPLETON & ASSOCIATES' TERMS and CONDITIONS

1. FOB shipping point, freight not included.
2. Anchor Bolts/Anchor bolt design not included.
3. Only those items of equipment specifically mentioned above are included in this proposal.
4. No taxes are included in the quoted price.
5. Price quoted will remain firm for a period of 30 days from date of proposal.
6. This proposal is subject to the Manufacturer's standard warranty clauses and Terms and Conditions.
7. Payment terms are 100% net 30 days upon receipt of equipment.
8. Damages are limited to the value of the order and in no event shall Seller be liable for special, incidental, consequential, punitive, statutory, liquidated, or indirect damages, including but not limited to loss of profit, revenues, capital, business opportunity or downtime costs, arising out of the sale of products and/or services to buyer. This limitation shall apply regardless if the claimed damages arise from breach of contract, breach of warranty, tort, strict liability, or any other legal theory.
9. Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain Worker's Compensation coverage as required by applicable state law, commercial general liability coverage, including product liability coverage, and automobile liability coverage with limits commensurate with its scope of work. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. At any time, Buyer may request certificate of insurance indicating coverage in effect and Buyer shall be named as additional insured.

An order may be placed for the equipment covered in this proposal by signing in the space provided below and returning one signed copy, or by issuing your purchase order to:

Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales
4324 Brogdon Exchange
Suwanee, GA 30024

and indicating on your order that it is an acceptance of this proposal.

Submitted By: TEMPLETON & ASSOCIATES EQUIPMENT SALES

_____
Mike Dillard

Accepted By: _____
Signature

_____
Printed Name with Title

Augusta
GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Stephen Orton 706-836-7283**

DATE: 11/23/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The City requires a **Vaughan Model V6U-100 x 21' Vertical Wet Well Chopper Pump** for the Apple Valley Lift Station. This pump is specifically designed and configured for the existing lift station application and provides the required chopping and pumping capabilities for wastewater service.

The specified pump includes a cast ductile iron casing, cast steel heat-treated impeller, cutter bar, cutter nut and upper cutter, with a 6-inch ANSI Class 150 discharge flange. These components are specifically selected to provide the durability and solids-handling performance required for this application.

This purchase is being requested as a **sole source due to equipment compatibility, standardization, and the need to match the existing lift station configuration**. Templeton & Associates is the sole source for the municipal markets in the state of Georgia.

Print Form

Augusta GEORGIA

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

Vendor: 11/23/ 2026 **E-Verify Number:** 208916

Commodity: Vaughan V6U-100 x 21' Vertical

Estimated annual expenditure for the above commodity or service: $ 27,840.00

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

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

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

Name: Stephen Orton Department: 4416 Date: 11/23/2026

Department Head Signature: Frank W Byne Date: 23 Nov 26

Approval Authority:

Administrator Approval: (required – not required) Date: 11-23-26

COMMENTS:

Unmatched Reliability Vaughan Chopper Triton Rotamix

February 23. 2026

To Whom It May Concern:

The appointed Vaughan Company Representative and sole source for the Industrial and Municipal markets including sales, service and parts in the State of Georgia, North Carolina and South Carolina is:

TEMPLETON & ASSOCIATES
EQUIPMENT SALES
A FERGUSON COMPANY

Templeton and Associates (A Ferguson Company)
4324 Brogdon Exchange Ste. 200
Suwanee, GA 30024
Phone: 770-614-8550

Please contact them for pricing, information or any other assistance you require.

As an additional note, Vaughan pumps should be repaired only with genuine Vaughan parts from Vaughan's factory in Montesano, WA. Vaughan pumps work well because of a variety of proprietary and patented features included in these parts.

Sincerely,

Stefanie Vaughan
Vaughan Company, Inc.
Phone: 360.249.4042 ext. 227
E-Mail: stefanie@chopperpumps.com

GUARANTEED SINCE Vaughan 1960 PERFORMANCE

Engineering Services Committee

Meeting Date: November 24, 2026

Approve increase to Georgia Carolina Paving for asphalt patch repairs through 2026

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve a change order to increase Purchase Order 25AUA498 with Georgia Carolina Paving by $65,000.00, from $225,000.00 to $290,000.00, for asphalt patch repairs through December 31, 2026.
Background:	Georgia Carolina Paving performs permanent asphalt patch repairs at pavement cuts made during AUD water and sewer repairs. Purchase Order 25AUA498 was issued for $200,000.00 for 2026, and Procurement has since administratively increased it by $25,000.00, to $225,000.00.
Analysis:	The large number of construction projects around the city has increased the number of asphalt repairs, and rising fuel and asphalt costs have increased the cost of each repair. Through August 31, AUD spent approximately $157,000.00, an average of about $19,600.00 per month. An additional $65,000.00 is needed to complete patch repairs through December 31, 2026. Without this increase, the PO will be used up before year-end, delaying pavement restoration and leaving temporary patches and steel plates in roadways longer.
Financial Impact:	$65,000.00 from operating funds is needed to complete asphalt patch repairs through the end of 2026.
Alternatives:	None are recommended.
Recommendation:	Approve a change order to increase Purchase Order 25AUA498 with Georgia Carolina Paving by $65,000.00, from $225,000.00 to $290,000.00.
Funds are available in the following accounts:	506043410-5311920
REVIEWED AND APPROVED BY:	WB

AUGUSTA Ɀ 2)# (- / . $ # / 5 . 49
REQUISITION

CHECK ALL THAT APPLY:

FUND# 506 - Operating

DATE: 10/30/2026
Department: Utilities

☐ WATER ☐ SEWER ☐ BOTH
☐ ENGINEERING ☐ CONSTRUCTION ☐ PROFESSIONAL SERVICES
☐ COMMISSION APPROVAL Date_____
☐ ADMINISTRATIVE APPROVAL Date_____
☑ CHANGE ORDER Date 10/30/2026

GL#: 506043410 - 5311920

JL#: CMW -

BID ITEM # 22-208

VENDOR: GERGIA CAROLINA CONCRETE
ADDRESS: VENDOR# 23315
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	ASPHALT PATCH REPAIR,			0		0		0
2.	CONCRETE CURB, AND	1	65000.00	65000		0		0
3.	SIDEWALK REPLACE-			0		0		0
4.	MENT FOR AUD			0		0		0
5.	C/O#2 25AUA498			0		0		0
6.				0		0		0
7.				0		0		0
8.	NEW PO TOTAL	290000.00		0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
SHIPPING CHARGES				0		0		0
	TOTAL			65000		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

AUD-CONST & MAINTENANCE

REQUESTED BY: **APPROVED BY:**

Directors Signature: Frank W Byne

1020

ASPHALT FUND INCREASE CHANGE ORDER

CO NUMBER	2
BID ITEM	22-208
DATE	10/30/2026

PROJECT TITLE ASPHALT

ORIGINAL CONTRACT DATE 12/17/2025 **PROJECT NUMBER** N/A

OWNER AUGUSTA, GEORGIA **PO NUMBER** 25AUA498

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

Description of Change (for a more detailed description see attached proposal):
DUE TO HIGH DEMANDS FOR ASPHALT PATCH REPAIR, CONCRETE CURB, AND SIDEWALK REPLACEMENT, AUD IS REQUESTING FOR $65,000 INCREASE

PAYEE		GEORGIA CAROLINA CONCRETE LLC
TOTAL AMOUNT OF THIS CHANGE ORDER	$	65,000.00

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

ORIGINAL CONTRACT AMOUNT	$	200,000.00
PREVIOUS CHANGE ORDER (INCREASE)	$	25,000.00
THIS CHANGE ORDER (INCREASE)	$	65,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	290,000.00

FUNDING NUMBER/ACCOUNT NUMBER	506043410		5311920

PROPOSED BY:	GEORGIA CAROLINA CONCRETE CONTRACTOR	DATE:	10/30/2026
REQUESTED BY:	KELSEY HENDERSON ASSISTANT DIRECTOR-C&M	DATE:	10/30/2026
SUBMITTED BY:	Frank W Byne DEPARTMENT HEAD	DATE:	18 Nov 26
FINANCE ENDORSEMENT:	 COMPTROLLER	DATE:	
RECOMMENDED BY:	 ADMINISTRATOR	DATE:	
APPROVED BY:	 MAYOR	DATE:	

Meeting Name

Meeting Date: 11/24/2026

Engineering Support Services for Utilities

Department:	Utilities
Presenter:	Wes Byne
Caption:	Engineering Support Services for Utilities
Background:	AUD has identified the need for engineering services to support daily operations. Ardurra has provided supplemental engineering services for licensed engineers to augment staff. This agenda item will cover the two existing engineering support staff for 2027. (RFQ 24-132)
Analysis:	Additional engineering support is needed to complete daily operational activities. This agenda item will provide for one year of support for these personnel. Ardurra is a prequalified vendor from RFQ 24-132.
Financial Impact:	$650,000 from account 507043490-5212115 / 82400050-5212115
Alternatives:	Reject the item and release the support staff.
Recommendation:	Approve Engineering Support Services for Utilities
Funds are available in the following accounts:	507043490-5212115 / 82400050-5212115
REVIEWED AND APPROVED BY:	FWB

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Engineering Support Services

DATE EXECUTED:
DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _ _____, 2026__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and* Ardurra Group, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Engineering Support Services

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:

GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

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

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

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

15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of $5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY

owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the

CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the

time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME: Jeffrey L Duplantis

AS ITS: Client Service Manager

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

_____

PRINTED NAME: Joseph G. Crews

AS ITS: SE Water Practice Director

DATE: October 20, 2026

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITES

CITY-FURNISHED DATA
CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW
CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE
The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

ATTACHMENT A – SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide general professional engineering services relating to planning, design, operation and maintenance, and construction administration for the Augusta Canal, Dam and other utility owned facilities and projects as directed by the CITY.

Scope of Services

The scope of services for this project are of a consulting nature and may deal with environmental issues, responses to State and Federal Agencies and other work without prescribed boundaries, specialized consulting and additional services and undefined work. CONSULTANT intends to perform the following services on behalf of the CITY in order to support the CITY's goal of providing management of its resources.

1) Provide general engineering services pertaining to the preparation of necessary documents to facilitate the operations and maintenance of the Augusta Canal.
2) Perform studies, research, assessments and evaluations as required or requested by the CITY pertaining to any and all facets of work associated with the operation of the Augusta Canal.
3) Assisting the CITY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, related to the management of CITY resources, including the Augusta Canal, Dam and/or other CITY owned facilities and projects.
4) Attending meetings as requested by representatives of the CITY and provide general engineering assistance, consultation, and opinions.
5) Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
6) Addressing issues associated with federal, state, and local government agency permits and inquiries from regulatory agencies not associated with other projects.
7) Preparation of investigations or evaluations of equipment or unit processes under consideration by the CITY for incorporation in their system.
8) Performing field investigations and construction observation not associated with other projects or task orders.
9) Responding to general questions on engineering matters as requested by the CITY's designated representative.
10) Perform any other professional services as required and specifically requested by the CITY.

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not considered to be evidence of performance by the CONSULTANT to the point indicted by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order**,** it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work. The CONSULTANT may request a Price Increase Adjustment for the period after December 31, 2026, in writing by January 1 of each preceding year remaining in the contract. If the CONSULTANT fails to request a Price Increase Adjustment prior to January 1st, no adjustment will be allowed for the next 12-month period of the contract. Said Price Increase Adjustments may not exceed, under any circumstances, the fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, whichever is less.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Director, will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are, but may not be limited to, the following:

Jeff Duplantis, PE, Project Director		
Trey Wingate, PE, Sr Project Manager		
Matthew Gibbs, Project Manager I		
Clark Rivers, EIT, Engineering Associate I		
Theresa Cutright, Admin		

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items **(CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).**

Prior to Authorization To Proceed:

☑ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.

☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.

☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.

☐ Provide CITY with information on the project site(s), including the following:

- Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
- Soil type(s)
- Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
- Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
- Identification of potential problems in meeting design objectives.

☐ Site Plan (If Required)

Throughout project:

☐ Prepare printed responses to comments received from the CITY following reviews.

☐ Provide the necessary plats for easement acquisition and DOT/other permit application.

☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.

☐ Prepare and submit plans to EPD for review and approval when required.

☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.

☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☐ Coordinate with the City Procurement Department to advertise the project.

☐ Fax bid information to CITY.

☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.

☐ Prepare letter of recommendation for award of the contract.

☐ Develop conformed contract documents and forward to the CITY for execution.

☐ Attend the pre-construction meeting as a technical reference to the CITY.

☐ Provide clarification related to the plans/specifications throughout design and construction.

☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*

☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY
- Recommend design changes as field conflicts arise (site visits may be required)
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
- Provide clarification of plans and specifications throughout construction
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME: Jeffrey L Duplantis
TITLE: DIRECTOR	TITLE: Client Service Manager
DATE:_____	DATE: October 20, 2026

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

BEST AND FINAL FEE PROPOSAL

Fee Schedule for Engineering Services		
Project Phases	**Unit**	**Unit Cost**
Task 1 - Engineering Support Services (Year 3)	Cost Plus	$650,000
TOTAL		**$650,000**

Exhibit A—Fiscal Year 2027 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2027 compensation and hourly per diem rate schedule of charges.

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2027 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	320	Sr. Engineering Designer	185
Principal	320	CADD Designer III	170
Practice Director	320	CADD Designer II	136
Senior Reviewer / Consultant	290	CADD Designer I	126
Group Leader /Project Director	295	Sr. GIS Analyst	195
Senior Project Manager	285	GIS Analyst	170
Project Manager	260	GIS Tech	147
Professional Engineer V	275	Clerical/Administrative IV	147
Professional Engineer IV	260	Clerical/Administrative III	126
Professional Engineer III	225	Clerical/Administrative II	110
Professional Engineer II	205	Clerical/Administrative I	95
Professional Engineer I	185	Senior Construction Manager	280
Engineering Associate II	165	Construction Manager	250
Engineering Associate I	150	Construction Inspector III	175
Senior Electrical Engineer	300	Construction Inspector II	160
Electrical Engineer	220	Construction Inspector I	125
Sr. Funding Support Specialist	165	SUE Manager	170
Funding Support Specialist	155	SUE Supervisor	125
Sr. Project Controller	185	Field / SUE Tech III	110
Project Controller	170	Field / SUE Tech II	95
Sr. Planner	230	Field / SUE Tech I	85
Planner	175	2- Man Line Verification Field Team (1)	250
Sr. Scientist	190	2-Man Manhole Inspection Crew (2)	215

Scientist	170	1-Man GPR/Locating Crew (3)	190
		1-Man GPS Crew (4)	165

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost (IRS Rate)
Special Shipping	Cost + 5%
Lodging & Travel	Cost
Laboratory Tests & Analysis	Cost + 5%
Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services / Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

******** END *******

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshcmidt Associates, Inc. 141 Main Street Pittdfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES

Augusta GEORGIA

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Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road,Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES

Augusta GEORGIA

RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
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Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non-Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132
Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

Public Services Committee

Meeting Date: November 24, 2026

Funding Addendum Temporary Sculpture Festival

Department:	Recreation and Parks / The Greater Augusta Arts Council
Presenter:	Tameka D. Williams / Heather Dunaway
Caption:	Motion to approve the Funding Addendum for the Temporary Sculpture Festival, related to the MOU between Augusta and the Greater Augusta Arts Council and to authorize the mayor execute documents related to the funding addendum.
Background:	Augusta and the Greater Augusta Arts Council established an MOU dated June 24, 2020, for the purpose of planning, executing and managing of a Temporary Sculpture Festival. Augusta Commission allocated funding for this purpose. The Greater Augusta Arts Council is responsible for conducting callouts for public art to showcase in Augusta.
Analysis:	The Greater Augusta Arts Council, acting as the city's Public Art Agency, along with the Recreation and Parks Department seek approval for the funding addendum.
Financial Impact:	The total funding allocated is $100,000 for FY2026.
Alternatives:	A – Approve; B – Do not approve
Recommendation:	Approve the Funding Addendum for the Temporary Sculpture Festival, related to the MOU between Augusta and the Greater Augusta Arts Council and to authorize the mayor execute documents related to the funding addendum.
Funds are available in the following accounts:	Funding is available in the appropriate account. GL 272-06-1720/5425310
REVIEWED AND APPROVED BY:	N/A

FUNDING ADDENDUM
FOR THE 2025/2026 SCULPTURE TRAIL

between

Augusta, Georgia
535 Telfair Street
Augusta, GA 30901
(hereinafter "Augusta")

and

The Greater Augusta Arts Council
1301 Greene Street
Augusta, GA 30904
(hereinafter the "Council")

THIS FUNDING ADDENDUM ("Addendum") is made and entered into this ____ day of _____, 2026, (the "Effective Date") between Augusta, a political subdivision of the State of Georgia, and the Council, known collectively as the "Parties", is issued pursuant to and forms an integral part of a memorandum of understanding agreement dated June 24, 2020 ("Agreement") for the purpose of planning, executing and managing of a Temporary Sculpture Festival (the "Festival"), as described in that agreement.

WHEREAS, the Parties have executed the Agreement as described above;

WHEREAS, the Augusta Commission has allocated $100,000 in funding in fiscal year 2026;

WHEREAS, the next iteration of the Festival has started and is scheduled to operate between January 1, 2025 and December 31, 2026;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS ADDENDUM, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1) Augusta shall provide one hundred thousand dollars ($100,000) to the Council, in a manner and at a time of Augusta's discretion.

2) Council shall only utilize the funds toward payment of expenditures incurred for the Festival, as contemplated and covered by section 3(b) of the Agreement.

3) Council shall provide an accurate accounting of all expenditures associated with the funding provided by Augusta no later than January 31, 2027, to include receipts and /or other written documentation verifying such expenditures.

4) The term of this Addendum commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia on December 31, 2026, unless terminated earlier in accordance with the termination provisions of the Addendum. The expiration of this Addendum shall have no effect on the Agreement.

5) This Addendum may be terminated in whole or in part, by Augusta, for its own convenience, by providing at least seven (7) days' written notice to Council, or by the termination of the Agreement, whichever comes first. Under no circumstances shall this Addendum survive the termination or expiration of the Agreement. The termination of this Addendum shall have no effect on the Agreement.

6) The Addendum may be modified or amended by written agreement of the parties.

7) Regardless of any termination provision in this Addendum, the responsibilities of the Council to account for the expenditure of funds shall survive the termination of this Addendum, until the complete and full expenditure of the entirety of the funds appropriated under this Addendum. Documentation of expenditures shall be retained in conformity with the Records Retention Schedule of the State of Georgia.

8) No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied by the Agreement or the Addendum shall be of any force or effect.

9) Sections 5, 6, 7, 8, 9, 10, 11, and 13 of the Agreement are incorporated in this Addendum herein.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

The Greater Augusta Arts Council

Denise Tucker, Executive Director

Date

Augusta, Georgia

Mayor Garnett L. Johnson

Date

Attest:
Lena Bonner
Clerk of Commission

DRAFT

INVOICE

Greater Augusta Arts Council
1301 Greene Street
Augusta, GA 30901

accounting@augustaarts.com
+1 (706) 826-4702
augustaarts.com

Bill to
City of Augusta - Main

Invoice details
Invoice no.: 677
Invoice date: 11/02/2026
Due date: 11/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**City**	Sculpture Trail funds for 2025-2026	1	$100,000.00	$100,000.00

Total **$100,000.00**

Ways to pay

BANK

View and pay

Augusta GEORGIA

Commission Meeting

Meeting Date: December 1, 2026

Change to Local Rule for State Court Judge Salaries

Department:	4311
Presenter:	Kellie McIntyre
Caption:	Motion to approve the local rule for calculating/establishing the State Court Judges salary and a resulting adjustment.
Background:	Based upon available records, the most recent vote by the Augusta Richmond County Commission concerning the salaries of State Court Judges occurred on June 7, 2005.
Analysis:	Pursuant to O.C.G.A. 15-7-22, the local law establishes the salaries of the State Court Judges. We respectfully ask that the local rule be changed to the proposed language below: The Judges of the State Court of Richmond County shall be paid an annual base salary as provided by local law and as supplemented by the Augusta-Richmond County Commission pursuant to O.C.G.A. 15-7-22. This annual base salary shall be established at 90% of the salary paid to Superior Court Judges of the Augusta Judicial Circuit. The annual base salaries of the judges of the State Court of Richmond County shall be adjusted whenever their salary is increased by local law, by supplementation by the Augusta-Richmond County Commission, by cost of living increases or whenever there is an increase in the annual salaries of the Superior Court Judges of Augusta-Richmond County. The chief judge of the State Court of Richmond County shall continue to receive an annual supplement as set by local law or authorized by the Augusta-Richmond County Commission, in addition to any base salary established by use of this formula.
Financial Impact:	The total cost of the salary adjustments, including benefits, is $111,237.23. Funds are available within 2027 General Fund contingency. The increase would be a permanent addition to the State Court budget.
Alternatives:	Do not approve the rule change.
Recommendation:	Motion to approve
Funds are available in the following accounts:	2027 General Fund Contingency
REVIEWED AND APPROVED BY:	N/A

Proposed Adjustment to State Court Judge Salary Formula

State Court Judges - Current

Position	County Salary	State Salary	Total Salary
Chief Judge, State Court	182,119.85	-	182,119.85
Judge, State Court	176,119.85	-	176,119.85
Judge, State Court	176,119.85	-	176,119.85
Judge, State Court	176,119.85	-	176,119.85

Superior Court Judges - Current

Position	County Salary	State Salary	Total Salary	90% of Total
Chief Judge, Superior Court	32,106.00	201,060.00	233,166.00	209,849.40
Judge, Superior Court	20,106.00	201,060.00	221,166.00	199,049.40
Judge, Superior Court	20,106.00	201,060.00	221,166.00	199,049.40
Judge, Superior Court	20,106.00	201,060.00	221,166.00	199,049.40
Judge, Superior Court	20,106.00	201,060.00	221,166.00	199,049.40
Judge, Superior Court	20,106.00	201,060.00	221,166.00	199,049.40

State Court Judges - Proposed: 90% of Superior Court Judges

Position	Current Salary	Proposed Salary	Difference	
Chief Judge, State Court	182,119.85	209,849.40	27,729.55	
Judge, State Court	176,119.85	199,049.40	22,929.55	
Judge, State Court	176,119.85	199,049.40	22,929.55	
Judge, State Court	176,119.85	199,049.40	22,929.55	
			96,518.20	Salary Total
			14,719.03	Benefits Total
			111,237.23	**Total Needed**

Augusta GEORGIA

DAVID S. COPENHAVER
Mayor

ALVIN MASON
Mayor Pro Tem

ANDREW G. MACKENZIE
GENERAL COUNSEL
Augusta Law Department

WAYNE BROWN
Senior Staff Attorney

KENNETH S. BRAY
JODY M. SMITHERMAN
KAYLA COOPER
Staff Attorneys

Matt Aitken
Corey Johnson
Joe Bowles
Alvin Mason
Bill Lockett
Joe Jackson
Jerry Brigham
Jimmy Smith
J. R. Hatney
Don Grantham

FREDERICK L. RUSSELL
Administrator

MEMORANDUM

To: Hope Goodwin, Financial Analyst – Finance Department

From: Jody M. Smitherman, Staff Attorney – Law Department

Date: March 19, 2015

Re: **Legal Opinion Regarding Salary of State Court Judges of Augusta, Georiga**

THIS DOCUMENT IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE AND THE ATTORNEY WORK PRODUCT RULE; IT IS NOT TO BE PUBLICLY DISCLOSED, RELEASED IN RESPONSE TO AN OPEN RECORDS ACT REQUEST, RELEASED DURING DISCOVERY OR PRESENTED DURING ANY JUDICIAL OR OTHER LEGAL PROCEEDING.

This opinion is issued in response to your request for an analysis of the salary to be paid to the State Court Judges of Augusta, Georgia in 2011. Pursuant to O.C.G.A. § 15-7-22, judges of the state courts shall be compensated from county funds as provided by local law. Therefore, unlike with other types of judges, there is no need to conduct an analysis of the State Court Judges salaries pursuant to State Law Procedure because their salaries are dictated entirely by local law.

I. Salaries of the State Court Judges of Augusta, Georgia Pursuant to Local Legislation Procedure

The most recent local legislation of the Georgia General Assembly that concerns the salaries of the State Court Judges of Augusta, Georgia is Act No. 391, which became effective January 1, 2002. This Act set the the salary of the Chief Judge of the State Court of Augusta, Georgia at $98,000 and the salary of the other judges of the State Court of Augusta, Georgia at $90,000.[1]

Pursuant to a vote at the September 7, 1999 Regular Commission meeting, Augusta, Georgia State Court Judges are entitled to receive the same cost-of-living increases and general performance based increases as received by Georgia's Executive Branch.[2] Effective January 1, 2002, Georgia's Executive Branch was granted a 3.5% salary adjustment.[3] This increased the salary of the Chief Judge of the State Court of Augusta, Georgia to $101,430 and the salary of the other judges of the State Court of Augusta, Georgia to $93,150 as of January 1, 2002. In 2003, Georgia's Executive Branch was granted a 2.25% salary adjustment. This increased the salary of the Chief Judge of the State Court of Augusta, Georgia to $103,712.18 and the salary of the other judges of the State Court of Augusta, Georgia to $95,245.88 as of January 1, 2003.

Effective January 1, 2005, Georgia's Executive Branch was granted a 2.0% salary adjustment, not to exceed $1,600. Given that 2% of the Chief Judge's salary would have been $2,074.24, that position was only entitled to the maximum adjustment of $1,600 making the salary $105,312.18. Likewise, 2% of the salary of the other judges of the State Court would have been $1,904.92, therefore those positions were also only entitled to the maximum adjustment of $1,600 making those salaries $96,845.88.

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[1] *See* Laws 2002, Act 391, p. 3505, §§ 1-2, eff. January 1, 2002.
[2] *See* Augusta-Richmond Court Commission Meeting minutes, p. 45, 9/7/1999.
[3] All salary adjustment numbers were obtained from the budget documents from the Governor's Office of Planning and Budget for the State of Georgia.

Effective June 7, 2005, the Augusta, Georgia Commission voted to approve a new local rule for calculating State Court Judges salaries, as follows:

> The Judges of the State Court of Richmond County shall be paid an annual base salary as provided by local law and as supplemented by the Augusta-Richmond County Commission pursuant to O.C.G.A. 15-7-22. This annual base salary shall not be less than the average of the annual salaries of the judges of the State Courts of Bibb, Clarke and Muscogee Counties. The annual base salaries of the judges of the State Court of Richmond County shall be adjusted whenever their salary is increased by local law, by supplementation by the Augusta-Richmond County Commission, by cost of living increases or whenever there is an increase in the average annual salaries of the judges of the State Courts of Bibb, Clarke and Muscogee Counties. The chief judge of the State Court of Richmond County shall continue to receive, in addition to any base salary established by use of this formula, an annual supplement as set by local law or authorized by the Augusta-Richmond County Commission.[4]

At that time, the averages of the state court judges in the relevant counties was $125,412.[5] The increase was "phased in" making the state court judges salaries $115,333 effective July 1, 2005 and $125,412 effective January 1, 2006.[6] Due to his supplement, the chief judge's salary would have been $129,012. However, there was also a 2% cost-of-living increase granted to be effective January 1, 2006, making chief judge's salary $131,520.24 and the other state court judges' salaries $127,920.24.

In 2007, the cost-of-living increase was 2.89%.[7] As a result, chief judge's salary should have been $ 135,217.13 and the other state court judges' salaries should have been $131,617.13. In 2008, the cost-of-living increase was 3%.[8] As a result, chief judge's salary should have been $139,165.65 and the other state court judges salaries should have been $135,565.65.

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[4] Augusta-Richmond County Commission Meeting minutes, p. 12-13, 6/7/2005; May 19, 2005 Memorandum from Gayle B. Hamrick, Chief Judge State Court, Richmond County regarding Compensation of State Court Judges as attachment to Agenda Item 5.
[5] *See* May 19, 2005 Memorandum from Gayle B. Hamrick, Chief Judge State Court, Richmond County regarding Compensation of State Court Judges as attachment to Agenda Item 5.
[6] *Id.*
[7] Association County Commissioners of Georgia 2010 Salary Guide, p. 14. *See also* Augusta-Richmond County Commission Meeting minutes, p. 45, 9/7/1999.
[8] *Id.*

The cost of living increase for 2015 was 1%.[9] As a result, chief judge's salary should have been $140,557.31 and the other state court judges salaries should have been $136,921.31. I have obtained the salaries for the state court judges from Bibb, Clarke and Muscogee Counties for 2015 and the average salaries for the state court judges from those counties for 2015 is $153,810.91. Therefore, as of 2015, the Chief State Court Judge's salary should be $157,410.91 and the other state court judges salaries should be $153,810.91.

II. Conclusion

Based on the analysis above, the State Court Judges' salaries should be increased effective March 7, 2015 as requested in the amounts stated above.

I trust that the above information and analysis thereof has answered your questions. Should you have any questions regarding this matter, please contact me at (706) 842-5550.

Sincerely,

Jody M. Smitherman

cc: Ms. Janice Allen Jackson, Administrator
Ms. Tanika Bryant, Director – Human Resources Department
Ms. Donna Williams, Director - Finance Department
Judge Slaby – Chief Judge of State Courts of Augusta, Georgia
Andrew G. MacKenzie, Director – Law Department

[9] Association County Commissioners of Georgia 2015 Salary Guide, p. 8.

KELLIE K. McINTYRE
STATE COURT CHIEF JUDGE

John H. Ruffin, Jr. Courthouse
735 James Brown Blvd., Suite 4105
Augusta, GA 30901-2974

Telephone: 706-823-4412
Kmcintyre@augustaga.gov

July 8, 2026

To Mayor Johnson, Commissioners, and Administrator Allen:

We respectfully submit this letter requesting consideration of an adjustment to the salaries of the State Court Judges serving Augusta-Richmond County.

As you are aware, House Bill 85 modified the salary structure for Superior Court Judges, resulting in a substantial increase in judicial compensation statewide. It is our understanding that the salary of the Superior Court Judges of the Augusta Judicial Circuit is now approximately $221,166, exclusive of retirement contributions and other benefits. Because judicial compensation in several comparable jurisdictions is directly tied to the salaries of Superior Court Judges, we respectfully request that the current methodology be revised to incorporate an objective benchmark or formula that automatically adjusts judicial salaries in relation to Augusta Judicial Circuit Superior Court compensation. Such a structure would eliminate the need for recurring salary requests comparables to be made and would promote consistency, predictability, and equity in judicial compensation moving forward.

Currently, the salaries of Augusta-Richmond County State Court Judges are determined pursuant to a local compensation formula that relies upon salaries in three purportedly comparable jurisdictions, including Athens-Clarke County, Macon-Bibb County, and Columbus-Muscogee County. However, Athens-Clarke County is not a truly comparable jurisdiction to Augusta-Richmond County with respect to population, caseload, judicial responsibilities, and economic factors. Moreover, each of the referenced jurisdictions bases judicial compensation, either directly or indirectly, upon the Superior Court salary structure applicable within its circuit.

Given these developments, we respectfully request that the salaries of Augusta-Richmond County State Court Judges be established at 90% of the salary paid to Superior Court Judges of the Augusta Judicial Circuit. Such an adjustment would ensure that judicial compensation remains fair, competitive, and commensurate with the significant responsibilities of the Court, including the increasing volume and complexity of both criminal and civil matters.

In addition to carrying a substantial caseload, the State Court plays a significant role in supporting County operations through the collection of fines, fees, and court assessments that

contribute directly to the County's general fund and overall budget. In 2024, the State Court generated $2,696,981.18 in revenue, and in 2025 that amount increased to $4,156,982.54—an increase of more than 54% in a single year. Based upon current trends and the continued growth in both criminal and civil filings, the Court anticipates generating even greater revenue in 2026.

These figures reflect not only the increasing workload of the Court but also its substantial financial contribution to Augusta-Richmond County. The Court's work serves the administration of justice while simultaneously providing meaningful support for County operations and public services. Recognition of these contributions further supports the need for a compensation structure that appropriately reflects the responsibilities, performance, and value of the State Court to the community.

We appreciate your time and thoughtful consideration of this request. We remain committed to serving the citizens of Augusta-Richmond County with professionalism, integrity, and dedication, and we respectfully ask for your support in ensuring that judicial compensation appropriately reflects the duties, responsibilities, and contributions of this Court.

Respectfully,

Kellie K. McIntyre, Chief Judge

Y. Monique Walker

Robert Hunter

Ashanti L. Pounds

Commission Meeting

Meeting Date: December 1, 2026

Motion to Approve Contract Amendment 002 for Continuation of Services (RFP 24-217)

Department:	Sheriff
Presenter:	Major Chester V. Huffman, Jr.
Caption:	Motion to approve a contract amendment with Treanor, Inc. for full design services at the Charles B. Webster Detention Center, under RFP 24-217.
Background:	The Richmond County Sheriff's Office has completed space planning and programming and schematic design activities for the expansion/renovation of the CBWDC. Pursuant to the original RFP, the contract may be amended within 24 months of completion of schematic design. The RCSO requests approval to amend the contract with Treanor, Inc. to include services for Design Development, Construction Documents and Construction Administration.
Analysis:	The proposed amendment reflects a cost for services in the amount of $4,636,380.00.
Financial Impact:	Design work to date was funded through SPLOST 8 Program Administration, and the first $500,000.00 of additional services will also be funded through this account. The remaining $4,136,380.00 will be funded through the approved SPLOST 9 project for the Detention Center expansion.
Alternatives:	N/A
Recommendation:	Approve the request to extend the contract with Treanor, Inc.
Funds are available in the following accounts:	SPLOST 8 (330011110-224019021) SPLOST 9 (Fund 331)

REVIEWED AND APPROVED BY:

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Richmond County Detention Center
1941 Phinizy Road
Augusta, GA 30906

AGREEMENT INFORMATION:
Date:
03-21-2025

AMENDMENT INFORMATION:
Amendment Number:
002
Date:
06-05-2026

OWNER: *(name and address)*
Augusta Procurement Department

535 Telfair Street, Room 605,
Augusta, GA 30009

ARCHITECT: *(name and address)*
Treanor, Inc. (ATL)
55 Roswell Street, Suite200,
Alpharetta, GA 30009

The Owner and Architect amend the Agreement as follows:
The Owner and Architect agree to amend the B101 - 2017 Prime Agreement as follows:
§ 1.1.4 The Owner's anticipated design and construction milestone dates:
Design Development Phase - 4 months from notice to proceed (NTP)
Construction Documents Phase - 6 months from owner acceptance of Design Development Services
Bidding Phae - 2 months from owner acceptance of Construction Documents Services
Construction - 30 months after award of Bid

§ 3.3 Design Development Phase Services
§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, security, AV/IT, and civil. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 To be negotiated after selection of Construction Manager, if necessary.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including

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bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 To be negotiated after selection of Construction Manager, if necessary.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract

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Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in

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accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Phase/ Service	Previous Fee	Adjustment	New Fee
Phase 1 - Space Planning/ Programming	$ 290,000	-	$ 290,000
Phase 1 - Schematic Design	$ 870,000	-	$ 870,000
Phase 2 - Program Planning/ Schematic Design	$ 380,000	-	$ 380,000
Amendment 001/(Site Survey)	$ 14,300	-	$ 14,300
Amendment 002 (DD, CD and CA services)	-	$ 4,636,380	$ 4,636,380
Total	$ 1,554,300	$ 4,636,380	$ 6,190,680

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
Fees for Additional Services shall be formatted around hourly billing rates, following the Hourly Billing Rates Table of Exhibit A.

Schedule Adjustment:

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To be determined after selection of Construction Manager at risk.

Miscellaneous:
The prime agreement contract assumes the B101-2017 STANDARD FORM OF AGREEMENT BETWEEN ONWER AND ARCHITECT. In case of selection of Construction Manager at risk, the prime agrrement would need to be amended to include language from B133-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT,Construction Manager as Constructor Edition.

Enclosures:
Exhibit A: Treanor 2026 Standard Billing Rates Table

{{@signerTag}}	{{@signerTag}}
ARCHITECT *(Signature)*	**OWNER** *(Signature)*
(Printed name, title, and license number if required)	*(Printed name and title)*
Date	*Date*

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Commission Meeting

Meeting Date: December 1, 2026

CSRA Probation Services

Department:	State Court
Presenter:	Kellie McIntyre
Caption:	Motion to approve probation supervision services to CSRA Probation Services, Inc. for another year.
Background:	In December 2023, the Richmond County Commission approved contracts for the State and Magistrate Courts for an initial term of three (3) years, with the option to renew for up to two additional one-year terms. With the initial term set to expire on December 31, 2026
Analysis:	CSRA Probation Services provides probation services for Richmond County State Court.
Financial Impact:	None. CSRA Probation Services receives compensation through probation supervision fees.
Alternatives:	Do not approve.
Recommendation:	Motion to approve probation supervision services to CSRA Probation Services, Inc. for another year.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 1, 2026

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A