COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, April 21, 2026
2:00 PM

INVOCATION

Reverend James Williams, Jr., Interim Pastor, The Historic Hosannah Missionary Baptist Church

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

DELEGATION(S)

A. **Mr. Bennish Brown introducing Ansley Guerrero** of Destination Augusta to share how their team and the community partners are working together to bring Augusta's celebration of the U.S. 250th to life.

B. An **update** from our GICH team and Habitat for Humanity. **(Requested by Commissioner Stacy Pulliam)**

C. **Ms. Debra Estep** regarding Water Park concerns and surrounding context.

D. **Reverend Marion Williams** regarding the Commission's process and procedures.

CONSENT AGENDA

(Items 1-25)

PLANNING

1. **Z-26-04** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Keon Williams, on behalf of Jack Stewart, requesting a rezoning from zone LI (Light Industrial) to zone R-3B (Multiple-Family Residential) to develop 5 attached dwelling units, affecting property containing approximately 0.34 acres located at 827 Seventh Street. Tax Map # 047-3-253-00-0.

2. **SE-26-04** - A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Tom Lewis, on behalf of Georgia Waste Systems, Inc., requesting a special exception per Section 24-2(a) of the Comprehensive Zoning Ordinance to develop an indoor waste sorting and transfer station, affecting property containing approximately 10.33 acres located at 3946 and 3946 A Goshen Industrial Boulevard. Tax Map #'s 184-0-082-12-0 & 185-0-04-00-0. Zoned HI (Heavy Industrial).

3. **Final Plat – S-987-R1 – Highland Springs –** A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Joel Presley on behalf of Highland Springs LLC requesting final plat approval for Highland Springs containing 131 lots, located at 421 Pleasant Home Road. Tax Map #016-0-046-00-0. *Reviewing agency approval 3/23/2026.*

4. **Final Plat – S-954-FINAL – Granite Hill Section 4 Phase IV –** A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Danny Geddes on behalf of Crowell & Co Inc., requesting final plat approval for Granite Hill Section 4 Phase IV containing 38 lots, located at 974 Burlington Drive. Tax Map #053-0-079-01-0. *Reviewing agency approval 3/13/2026.*

PUBLIC SERVICES

5. Motion to **approve** Augusta Regional Airport (AGS) - Approve CAT II - CO #2 – Construct Upgrades to Mark 1F ILS for Runway 35 to Trinity Electrical Service's Contract, for an additional $93,905.00. (25BFA341) This item was approved by the Augusta Aviation Commission March 26, 2026. **(Approved by Public Services Committee April 14, 2026)**

6. Motion to **approve** a contract with Attaway Construction and Associates, LLC for the construction of Phase I of the Big Oak Park Improvements Project (Bid Item #25-258) in the amount of $1,693,374.32. **(Approved by Public Services Committee April 14, 2026)**

7. Motion to **approve A.N. 26-17:** Existing Location, New Ownership- Ritu Sharma is the applicant for QuickPik Convenience LLC requesting Retail Package **Beer and Wine** located at 2940 Inwood Drive, Hephzibah GA 30815. **District 4, Super District 9 (Approved by Public Services Committee April 14, 2026) (Approved by Public Services Committee April 14, 2026)**

8. Motion to **approve A.N. 26-19:** Existing Location, New Ownership- Shaquan Gardner, applicant for SSH DT Augusta LLC, is requesting a license for Consumption on premise **Liquor, Beer, and Wine with Sunday Sale**s. This location is at 2651 Perimeter Parkway Augusta GA 30909. District 3, Super District 10. **(Approved by Public Services Committee April 14, 2026)**

9. Motion to **approve A.N. 26-20**: Existing Location, adding wine-Voncellies Allen is the applicant for Status Bar & Lounge, requesting to add consumption on premise wine to his existing consumption on **premise liquor and beer license.** This is located at 3054 Damascus Road, Augusta GA 30909. District 2, Super District 9. **(Approved by Public Services Committee April 14, 2026)**

ADMINISTRATIVE SERVICES

10. Motion to **approve** bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department. **(Approved by Administrative Services Committee April 14, 2026)**

11. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development and support the construction of one single family unit to be sold to low income homebuyer.**(Approved by Administrative Services Committee April 14, 2026)**

12. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.**(Approved by Administrative Services Committee April 14, 2026)**

13. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise,LLC to continue development in the Pebble Creek Area and support

the construction of one (1) single family unit to be sold to low income homebuyer. **(Approved by Administrative Services Committee April 14, 2026)**

14. 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 26-082A-Rebid - HVAC Maintenance for Engineering and Environmental Services to Gold Mech and 26-111A-Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for the Augusta Regional Airport to 1st Mechanical Services. 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 April 14, 2026)**

15. Motion to **approve** a request from the Administrator to commission a Feasibility Study relative to the SPLOST 8 Waterpark Project. **(Approved by Administrative Services Committee April 14, 2026)**

16. Motion to **approve** authorizing the Director of Human Resources to proceed with updating the Personnel, Policy and Procedure Manual in accordance with the HR Presentation. **(Approved by Administrative Services Committee April 14, 2026)**

ENGINEERING SERVICES

17. Motion to **approve** Emergency Service of #6 Rwps Diesel Repair in the amount $42,079.58. **(Approved by Engineering Services Committee April 14, 2026)**

18. Motion to **approve** and award a Engineering Services Agreement with Goodwyn Mills Cawood (GMC) to provide engineering study & evaluation, system modeling, and design services for the Groundwater and Surface Water Evaluation and Design Improvements Project in the amount of $984,000.00. Award is contingent upon receipt of the signed and executed agreement for the Emerging Contaminants, Small and Disadvantaged Communities (ECSDC) Grant approved by the Augusta Commission on November 4, 2025. (GMC is prequalified Engineer under RFQ 24-132.**(Approved by Engineering Services Committee April 14, 2026)**

19. Motion to **approve** proposal to enter into a professional services contract with Hydromax USA, LLC to facilitate the Evaluation and Repair of Distribution System Valves and Hydrants Program for the Utilities Department (RFP 25-190).**(Approved by Public Safety Committee April 14, 2026)**

FINANCE

20. Motion to **transfer** $125,000.00 from the DA 5% CVAP Fund Balance into the following line items to purchase equipment for the Victim's Advocate Program and fund crime victim support services.**(Approved by Finance Committee April 14, 2026)**

    209021512/54-24410 Laptops: $20,000

    209021512/52-36122 Witness Fees: $5,000

    209021512/57-21110 Agency Appropriation: $100,000

PUBLIC SAFETY

21. Motion to **approve** a three (3) year Service Level Agreement between the Augusta Fire Department and Inspection Reports Online (IROL) at no cost to Augusta, with participation in a revenue-sharing program to support Fire Prevention Bureau operations. **(Approved by Public Safety Committee April 14, 2026)**

22. Motion to **accept** the FY26 Emergency Grant Budget Award for the Augusta Judicial Circuit Family Treatment and Juvenile Treatment Courts. Award amount $24,000 with no cash match.**(Approved by Public Safety Committee April 14, 2026)**

23. Motion to **approve t**he honorary naming of Railroad Street to Mattie Mae Ellison Way.**(Approved by Public Safety Committee April 14, 2026)**

PETITIONS AND COMMUNICATIONS

24. Motion to **approve** the minutes of the March 31, 2026 Commission Meeting.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 25-30)

ADMINISTRATIVE SERVICES

25. **Receive** as information a presentation of the 2025 annual report. (**Requested by the Administrator)**

26. Motion to **approve** the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of $120,000 for federal lobbying services. (**Requested by the Administrator)**

FINANCE

27. Motion to **approve** Bank of America Banking Resolution and Certificate of Incumbency and authorize the Mayor to execute the documents. **(Requested by the Administrator)**

28. Motion to **approve** the Resolution and Amended Adoption Agreement and Addendum to Augusta's GMA 401(a) Defined Contribution Plan ("DC Plan") to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus. **(Deferred from the Commission's March 31, 2026 meeting)**

PUBLIC SAFETY

29. Update on the Fire Department and Valor Station meetings and if it implemented a pathway for our Fire Department Employees.(**Requested by Mayor Pro Tem Guilfoyle) (No recommendation from Public Safety Committee April 14, 2026)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

April 21, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Bennish Brown introducing Ansley Guerrero** of Destination Augusta to share how their team and the community partners are working together to bring Augusta's celebration of the U.S. 250th to life.
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 *
3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Bennish Brown

Address *
1010 Broad Street

Telephone Number *
803-230-1769

Fax Number

Email Address *
bennish@visitaugusta.com

Caption/Topic of Discussion to be placed on the Agenda: *
Introducing Ansley Guerrero of Destination Augusta to share how our team and community partners are working together to bring Augusta's celebration of the U.S. 250th to life.

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
2/24/2026 3:09 PM

Commission Meeting

April 21, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	An **update** from our GICH team and Habitat for Humanity. **(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

From: Commissioner Stacy Pulliam
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Item April 21
Date: Thursday, April 16, 2026 8:43:47 AM

Great Morning,

Please add to the Delegation portion of the agenda to receive an update from our GICH team and Habitat for Humanity.

Kind Regards,

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile

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Commission Meeting

April 21, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Debra Estep** regarding Water Park concerns and surrounding context.
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 - 5:00 p.m.
Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

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

√	Commission	Date of Meeting 4/21/2026
_____	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: DEBRA ESTEP
Address: 1523 JOHNS RD
Telephone Number: (706) 339-0848
Fax Number:
E-Mail Address: wondercusp@gmail.com

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

WATER PARK CONCERNS + SURROUNDING CONTEXT

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

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

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission Meeting

April 21, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Reverend Marion Williams** regarding the Commission's process and procedures.
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 GEORGIA 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 *
4/21/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Marion Williams

Address *
1941 Kratha Drive

Telephone Number *
706-664-1496

Fax Number

Email Address *
wmarion93@yahoo.com

Caption/Topic of Discussion to be placed on the Agenda: *
Commission Process and Procedures

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
4/8/2026 4:07 PM

Commission Meeting

April 21, 2026

Item Name: Z-26-04

Department:	Planning & Development
Presenter:	Adleasia Cameron, Director
Caption:	**Z-26-04** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Keon Williams, on behalf of Jack Stewart, requesting a rezoning from zone LI (Light Industrial) to zone R-3B (Multiple-Family Residential) to develop 5 attached dwelling units, affecting property containing approximately 0.34 acres located at 827 Seventh Street. Tax Map # 047-3-253-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. Sidewalks are required on Seventh and Taylor Streets. 2. The development must comply with all aspects of the Augusta Tree Ordinance. 3. The 10-foot undisturbed tree buffer shall encompass the overall site along the side and rear boundaries. 4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, 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: April 1, 2026
Case Number: Z-26-04
Applicant: Keon Williams
Property Owner: Jack Stewart
Property Address: 827 Seventh Street
Tax Parcel No(s): 047-3-253-00-0
Current Zoning: LI (Light Industrial)
Fort Eisenhower Notification Required: N/A
Commission District 1: Jordan Johnson
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from LI (Light Industrial) to R-3B (Multiple-Family Residential)	Townhome Units	Section 17-1

SUMMARY OF REQUEST:

The applicant is requesting to rezone an 0.34-acre parcel from LI (Light Industrial) to R-3B (Multiple-Family Residential) to develop 5 townhome units. The site is currently partially vacant with only a small commercial building which was once used for a family business which is no longer operating. The site has frontage along Seventh and Taylor Streets. The concept plan submitted with the rezoning application includes the following elements:

- Five (5) Townhome Units
  - One (1) duplex building with two (2) 1-bedroom units
  - One (1) triplex building with three (3) 2-bedroom units
- Ten (10) off-street parking spaces – eight (8) garage spaces and two (2) parking spaces
- An overall density of approximately 17.3 units per acre

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is within the Old Augusta Character Area. The vision for Old Augusta Character Area reflects to maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. Redevelopment should include the removal of deteriorated and dilapidated structures, construct or rehabilitation of single-family housing, new medium and high-density housing, additional commercial and office development, new civic and institutional facilities. This request supports the rehabilitation of the Old Augusta Character Area by

establishing new medium-density housing, and therefore, is consistent with the recommendations of the 2023 Comprehensive Plan Update.

FINDINGS:

1. There is no recent zoning history for the property.
2. The applicant applied to the Development Review Committee and comments from the applicable reviewers are listed in this report.
3. The property has nearby access to public potable water and sanitary sewer systems.
4. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies Seventh and Taylor Streets as local streets.
5. Based on the Preliminary Traffic Impact Worksheet, Traffic Engineering has concluded that a comprehensive traffic study/analysis will not be required for the proposed development.
6. The proposed development meets the minimum off-street parking requirement of two (2) spaces per dwelling unit.
7. There nearest bus stop is approximately 800 feet from the subject property.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is located within a moderate to low-risk Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the properties.
10. Adjacent zoning districts include B-2 (General Business) to the north; R-1C (One-Family Residential) and B-2 (General Business) to the east; R-1C (One-Family Residential) and B-2 (General Business) to the west; and R-1C (One-Family Residential) to the south.
11. The proposed change in zoning to R-3B would be consistent with the 2023 Comprehensive Plan.
12. At the time of the completion of this report, staff have not received any inquiries regarding this petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- They are to provide an ADA ramp at the corner of Seventh & Taylor.

Engineering Comments:

- Any work within the public road shall be per AED and GDOT specs.
- Adjust the driveways of the triplex to the Taylor St frontage.
- The Beans Lane alleyway must be evaluated for use by the duplex residents.
- No detention shall be required.
- Existing curb cuts not being used must be replaced with curb and gutter.
- Any road repair due to utility installation must meet county standards.
- Driveways are to be extended out to the street.

Utilities Comments:

- There is a 2" water line on Beans Lane. There is no sewer on Beans Lane. There is a 10" and 12" sewer line on Taylor Street there is a 6" water line on Taylor Street available for your use. AUD would suggest 1 water tap and one sewer tap for this location to feed all houses.

RECOMMENDATION: The Planning Commission recommends **Approval** of the rezoning request to R-3B (Multiple-Family Residential) with the following conditions:

1. Sidewalks are required on Seventh and Taylor Streets.
2. The development must comply with all aspects of the Augusta Tree Ordinance.
3. The 10-foot undisturbed tree buffer shall encompass the overall site along the side and rear boundaries.
4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

Keon J. Williams
Address: 4795 Silver Lake Drive, Evans, GA 30809
Email: williakjsr@gmail.com / Phone: (954) 703-9203
Date: 12 December 2025

To:
Richmond County Planning and Zoning Department
535 Telfair Street, Suite 300
Augusta, GA 30901

Re: Letter of Intent – Rezoning Request from LI to R-3B
Property Address: 827 7th Street, Augusta, GA 30901
Parcel Number(s): 047-3-253-00-0

Dear Planning and Zoning Staff,
This letter serves as a Letter of Intent to request rezoning of the above-referenced property from LI (Light Industrial) to **R-3B (Multi-Family Dwelling District).**

The subject property's current LI zoning is not consistent with the predominantly residential character of the surrounding R-1 neighborhoods, as industrial uses may generate traffic, noise, and operational impacts that are incompatible with nearby homes. Rezoning the property to **R-3B (Multi-Family Dwelling District)** would introduce a more urban-scale residential use that, while different from surrounding zoning, better supports the revitalization of Downtown Augusta by promoting infill development, increasing housing options, and strengthening the local tax base. This change aligns with the Richmond County Comprehensive Plan's goals for sustainable growth, efficient use of infrastructure, and a vibrant downtown core.

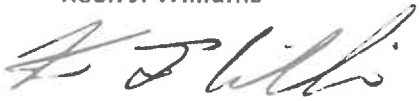
This change directly supports the Richmond County Comprehensive Plan by:

- **Meeting Housing Demand:** Expanding housing options for a more urban core to accommodate workforce and professional households.
- **Supporting Downtown Revitalization:** Encouraging infill development that strengthens neighborhood vibrancy and activity.
- **Efficient Use of Infrastructure:** Concentrating development where roads, utilities, and public services already exist.
- **Public Benefit:** Enhancing the tax base, improving neighborhood vitality, and contributing to the long-term economic and social well-being of Richmond County.

I respectfully request the Planning Commission's consideration of this rezoning to **R-3B**, which represents a thoughtful, compatible, and forward-looking use of the property in line with community and county goals.

Thank you for your time and consideration.

Sincerely,
Keon J. Williams



NEW MODERN TOWNHOMES IN DOWNTOWN AUGUSTA
827 7TH STREET



R-3B Design, Use, and Dimensional Compatibility Statement

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1. Zoning Context & Permitted Uses

The subject property is located in the **R-3B (Multiple-Family Residential) zoning district**, which allows for a range of residential housing types, including duplex and multi-family dwellings. The proposed duplex and triplex units are consistent with permitted uses in this district and align with Downtown Augusta's goals for moderate-density residential development.

Example Text:

The subject property's current LI zoning is not consistent with the predominantly residential character of the surrounding R-1 neighborhoods, as industrial uses may generate traffic, noise, and operational impacts that are incompatible with nearby homes. Rezoning the property to R-3B (Multi-Family Dwelling District) would introduce a more urban-scale residential use that, while different from surrounding zoning, better supports the revitalization of Downtown Augusta by promoting infill development, increasing housing options, and strengthening the local tax base. This change aligns with the Richmond County Comprehensive Plan's goals for sustainable growth, efficient use of infrastructure, and a vibrant downtown core.

2. Design Intent & Compatibility with R-3B Goals

The architectural design embraces a **contemporary urban aesthetic** compatible with revitalization objectives in Downtown Augusta. Enhancements such as rear vehicle access, pedestrian-oriented streetscape design, and high-quality material choices (e.g., brick façades) support the district's intent to elevate architectural character and walkability.

3. Dimensional Compatibility & Lot Fit

Proposed floor plans have been adjusted to fit the site while optimizing interior functionality:

- **Triplex:** ~23 feet wide × 34 feet deep
- **Duplex:** ~11.5 feet wide × 32 feet deep

These dimensions respect the neighborhood's scale and facilitate compliance with applicable R-3B density and dimensional standards.

4. Household Configuration & Neighborhood Compatibility

- Each triplex unit is configured with **two master suites** rather than a standard three-bedroom layout, better meeting the needs of typical downtown residents — professionals, couples, and smaller households. Meeting housing demands by expanding housing options for a more urban core to accommodate workforce and professional households.

5. Access, Connectivity & Parking

Parking and Safety

- **Garages for each unit** provide **secured, enclosed vehicle storage**, enhancing tenant safety and reducing exposure to theft or environmental damage compared to open parking. This amenity supports peace of mind for residents and is consistent with market preferences for residential properties offering private parking.
- Garages also support market positioning by aligning with tenant expectations for convenience and security.

Connectivity

- **Rear access from Seventh Street** improves circulation and pedestrian connectivity, fostering integration into the downtown pedestrian network.

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6. Contribution to Downtown Objectives

The proposed development supports the revitalization of Downtown Augusta and the Richmond County Comprehensive Plan by:

- Enhancing architectural quality and streetscape design.
- Increasing housing diversity that meets local demand from professionals and smaller households.
- Encouraging infill development that strengthens neighborhood vibrancy and activity.
- Promoting walkability and connectivity within the urban core.
- Providing safety and security through private garage amenities.
- Strengthening the downtown housing market with well-located rental options.
- Enhancing the tax base, improving neighborhood vitality, and contributing to the long-term economic and social well-being of Richmond County.
-

Overall, the project demonstrates alignment with the intent and spirit of the **R-3B zoning district** and furthers community goals for moderate-density residential growth in Downtown Augusta.

Proposed Setbacks

The proposed front setbacks for the new residential building at **827 Seventh Street** on the **average front setbacks** of surrounding residential properties, per standard planning practice.

Below is a summary of front setbacks for adjacent residential buildings within the immediate block:

Surrounding Residential Building Front Setbacks

Address	Front Setback
709 Taylor Street	0' to Taylor Street
	0' to Bean Lane
710 Taylor Street	13' to Taylor Street
905 Seventh Street	4' to Taylor Street
	13' to Seventh Street
907 Seventh Street	9' to Seventh Street
909 Seventh Street	4' to Seventh Street
913 Seventh Street	5' to Seventh Street
915 Seventh Street	5' to Seventh Street
822 Seventh Street	2' to Seventh Street
	0' to Taylor Street
906 King Street	25 to King Street

Calculation of Average Front Setback

Total of Listed Front Setbacks: 70'
Number of Front Setbacks: 12
Calculated Average Setback: 5.83

Proposed Setbacks for New Building

Based on the above analysis of the surrounding residential properties, we respectfully propose the following setbacks for the new building:

- **Taylor Street Front Setback: 8'**
- **Seventh Street Front Setback: 10'**
- **Beans Lane Front Setback: 10'**

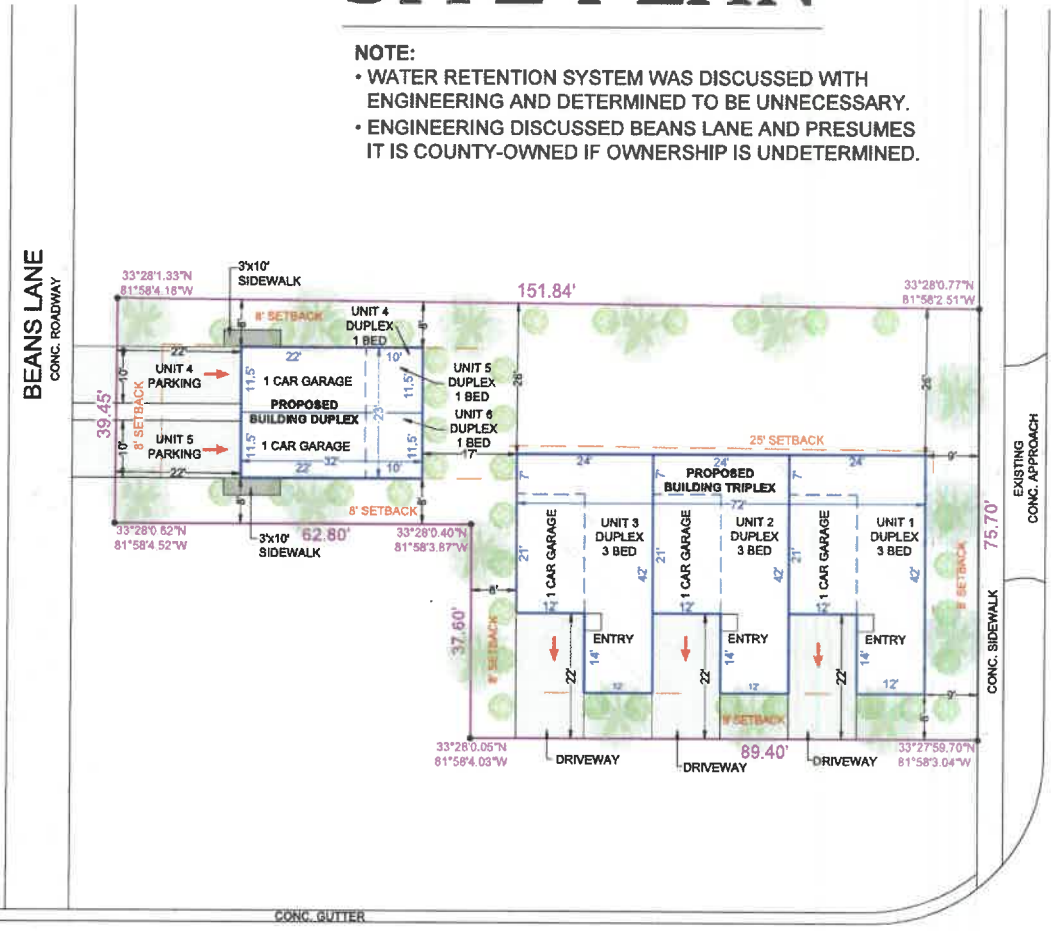
These proposed setbacks align with the average context of the neighborhood and contribute to continuity of the established streetscape, while also supporting appropriate massing and design for the site.

SITE PLAN

PLOT SIZE: 24"x36"
SCALE: 1"=10'

NOTE:
- WATER RETENTION SYSTEM WAS DISCUSSED WITH ENGINEERING AND DETERMINED TO BE UNNECESSARY.
- ENGINEERING DISCUSSED BEANS LANE AND PRESUMES IT IS COUNTY-OWNED IF OWNERSHIP IS UNDETERMINED.

LEGEND:
- PROPERTY LINE
- BUILDING LINE
- SETBACK
- GARAGE PULL-IN
- PROPOSED TREE
- PROPOSED BRUSH



ADDRESS:
827 7th STREET,
AUGUSTA, GA 30901
PARCEL ID: 047-3-253-00-0 **AREA:** 0.34 ACRES
OWNER: JACK W STEWART **ZONE:** R3B
DENSITY: 17.3 PER ACRE

TRIPLEX BUILDING: TOWNHOMES EACH 3 STORIES WITH A HEIGHT OF 37 FEET. EACH HAS 1 CAR GARAGE.
FULL BUILDING SIZE OF 72' X 42'

DUPLEX: TOWNHOMES EACH 3 STORIES WITH A HEIGHT OF 37 FEET. EACH HAS 1 CAR GARAGE AND 1 PARKING SPACE.
FULL BUILDING SIZE OF 23' X 32'

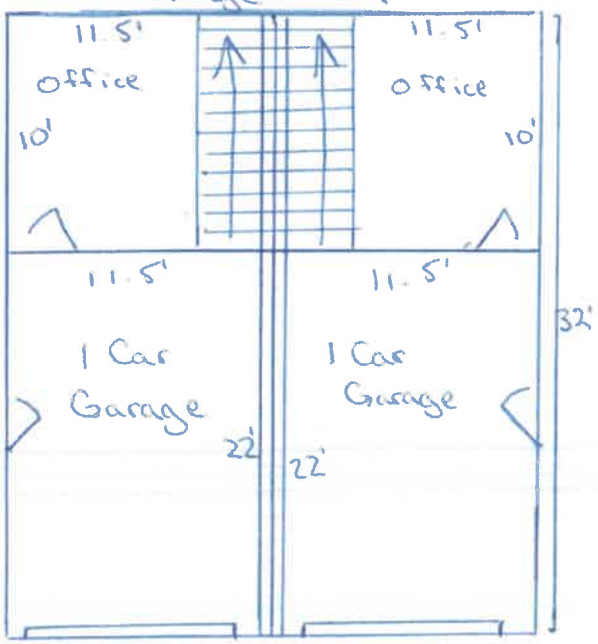
BUILDING FOOTPRINT: 3,256 SQ. FT. (22%)
OPEN SPACE: 11,554 SQ. FT. (78%)
TREE CANOPY: 4,443 SQ. FT. (30%)
THIS REFLECTS THE ALLOWABLE LOT COVERAGE/OPEN SPACE RATIOS CONSISTENT WITH R-3B MULTIPLE-FAMILY RESIDENTIAL ZONING.

DRIVEWAYS: DISCUSSED WITH ENGINEERING AND FULLFILL COUNTY ORDANCE REQUIREMENTS

TAYLOR STREET
ASPHALT ROADWAY

PRO SITE PLANS

Garage Floor 1st Floor

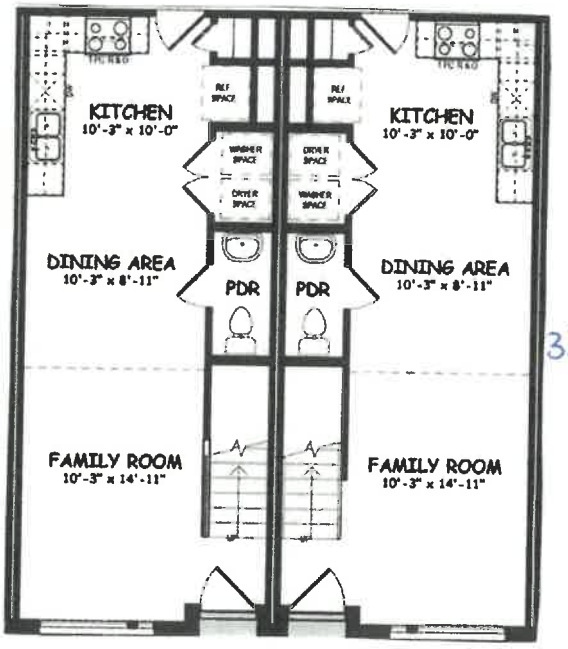


Duplex Townhome

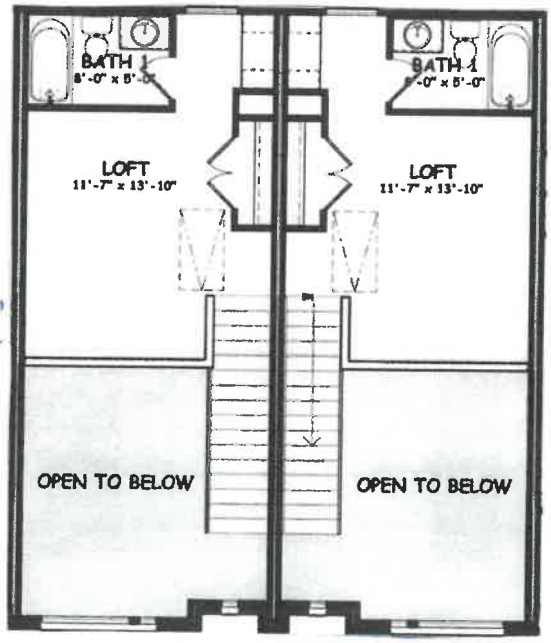
Heated Space Per Unit
851 SqFt

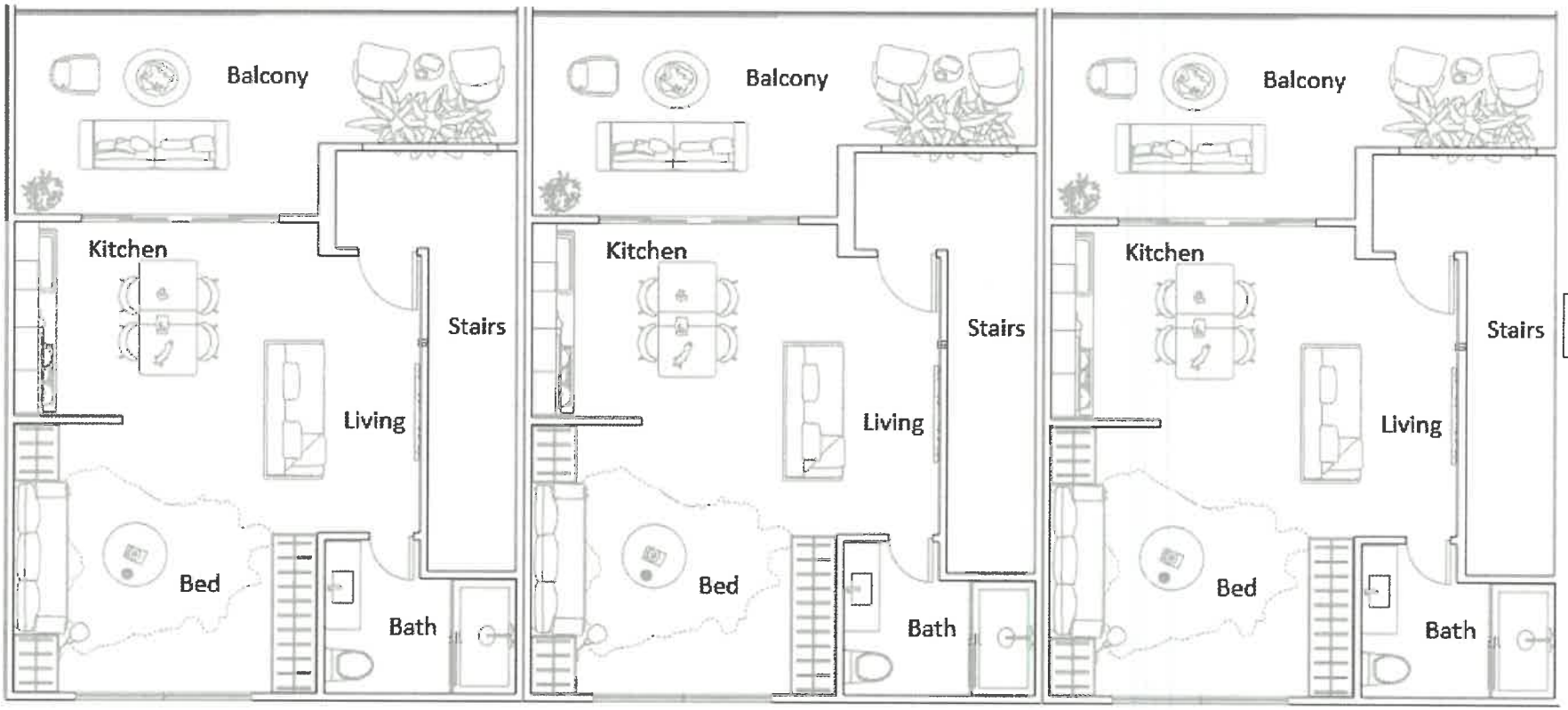
Garage Space
253 SqFt

2nd Floor



3rd Floor

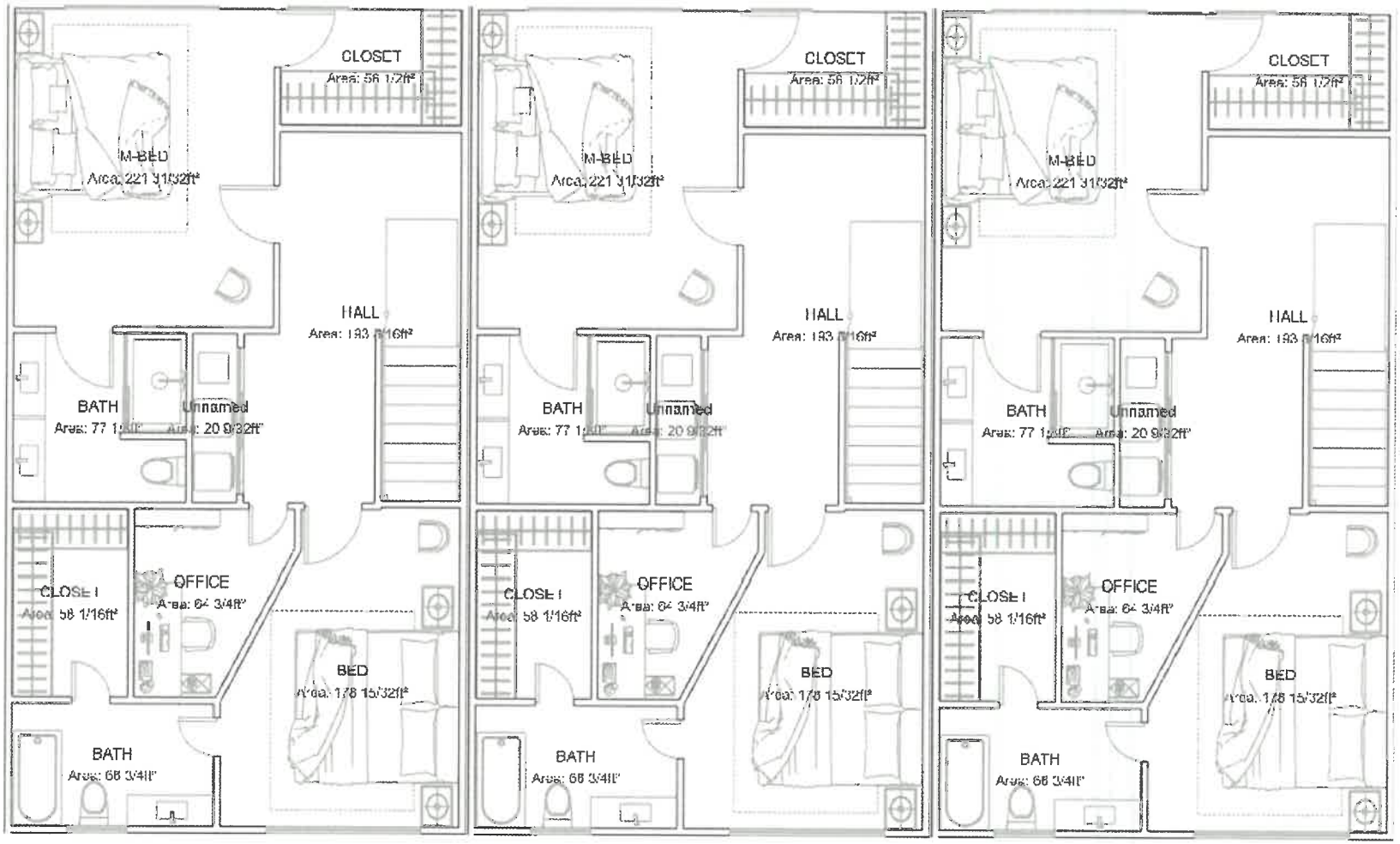




24 24 24

31

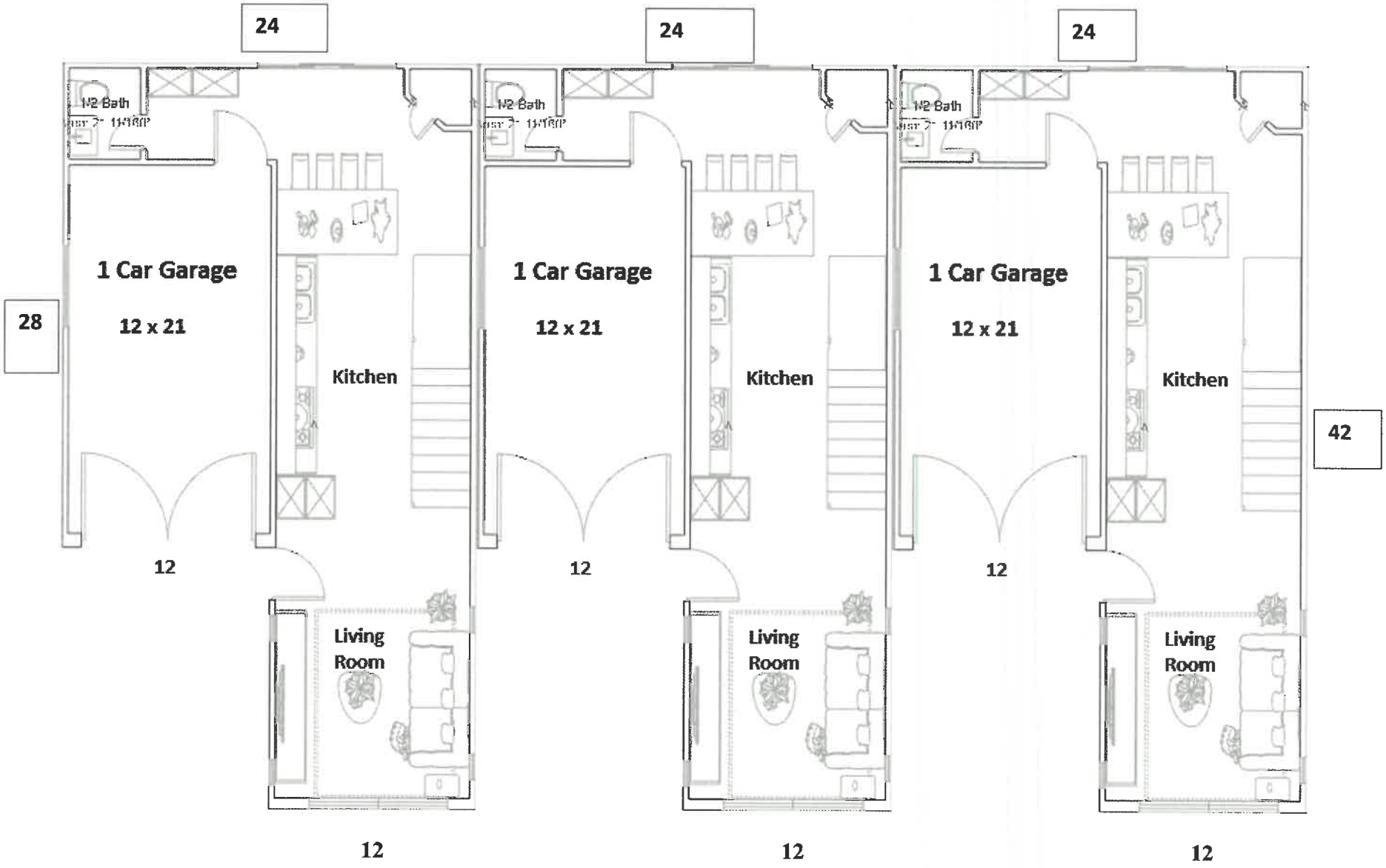
3rd Floor Triplex Townhomes



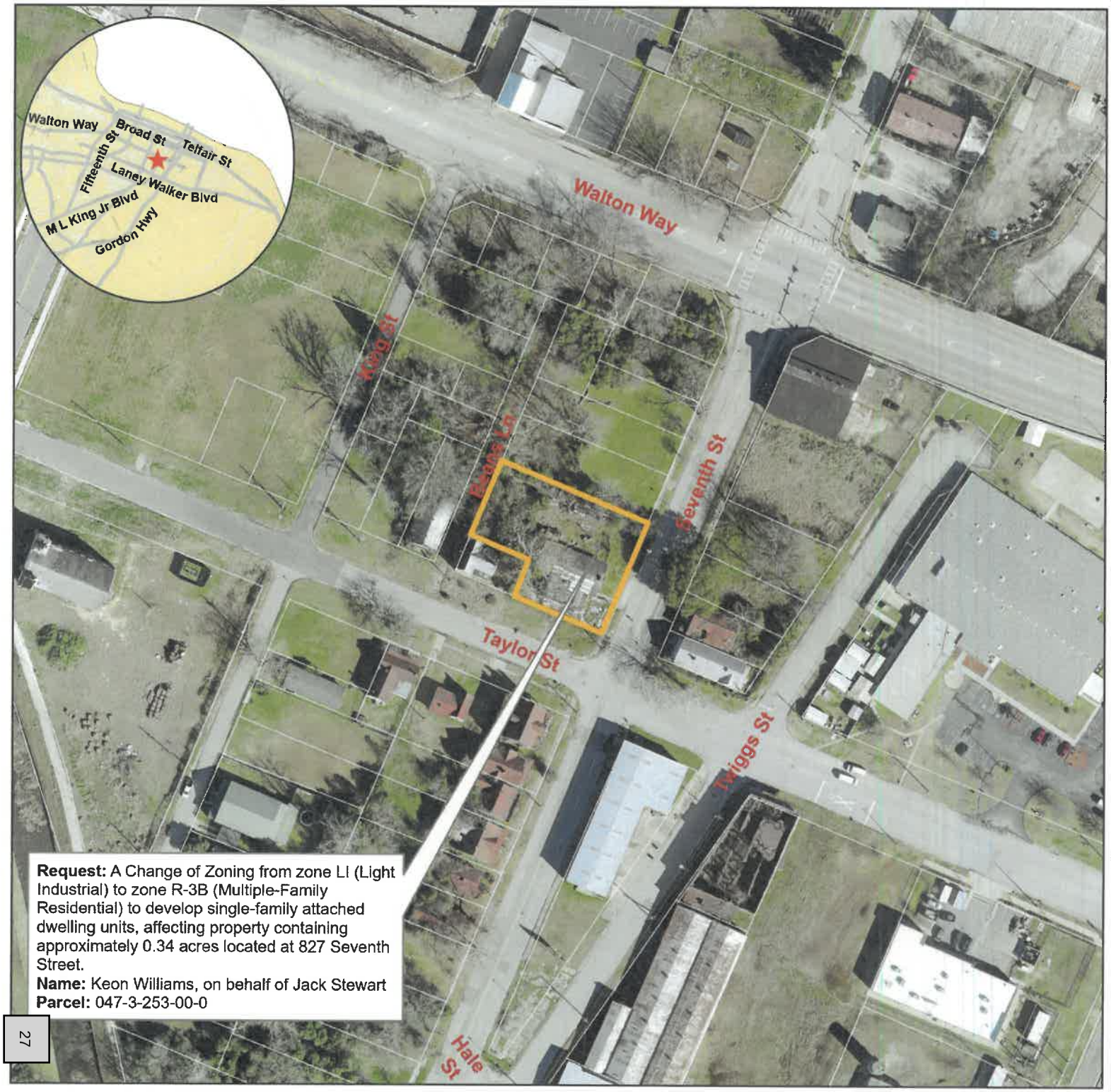
42

24 24 24

2nd Floor Triplex Townhomes



1st Floor Triplex Townhomes



Request: A Change of Zoning from zone LI (Light Industrial) to zone R-3B (Multiple-Family Residential) to develop single-family attached dwelling units, affecting property containing approximately 0.34 acres located at 827 Seventh Street.
Name: Keon Williams, on behalf of Jack Stewart
Parcel: 047-3-253-00-0

Planning Commission
Z-26-04
April 1, 2026

827 Seventh Street

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/11/2026 PE22633

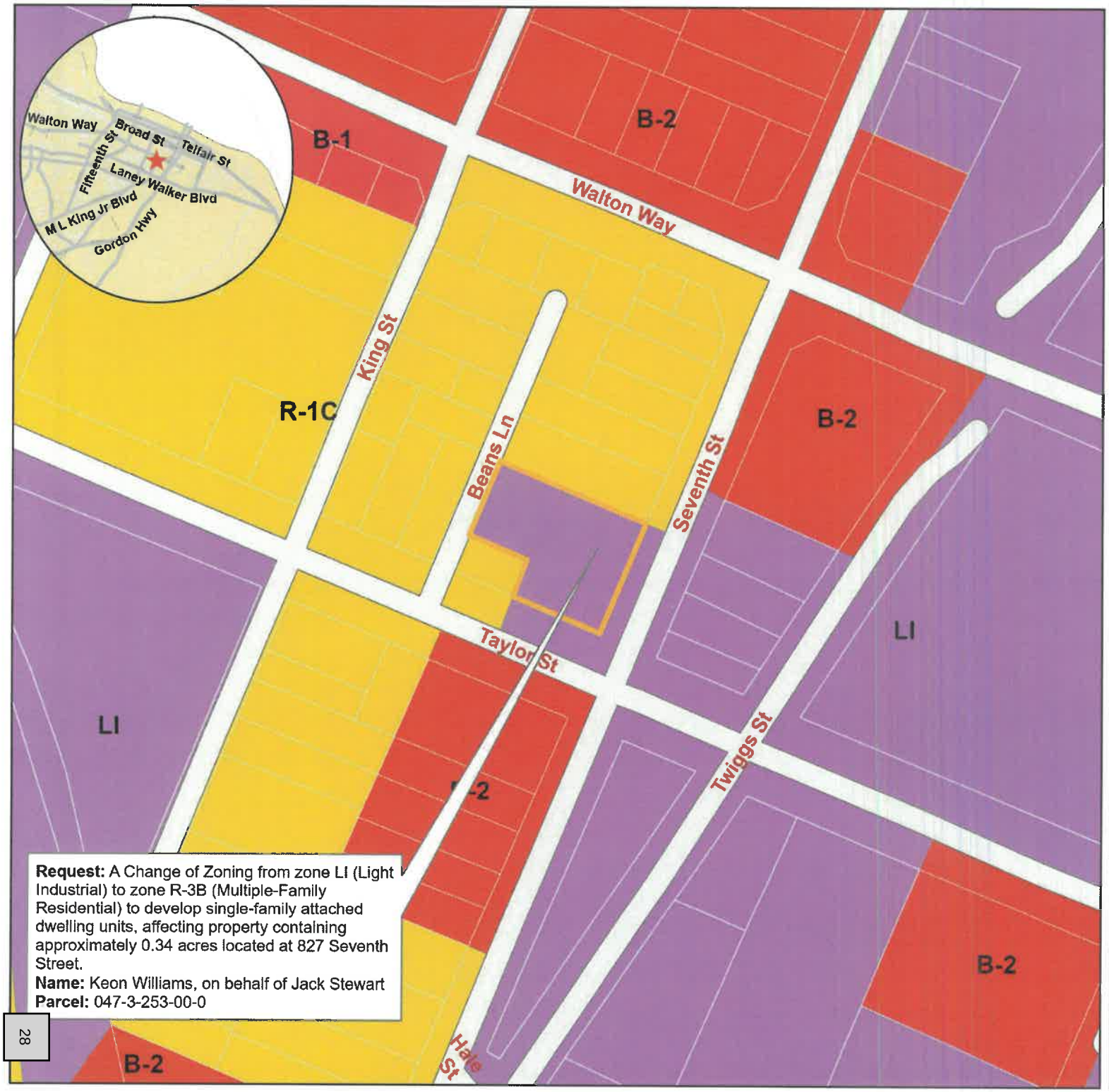
Augusta, GA Disclaimer

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Item 1.



Request: A Change of Zoning from zone LI (Light Industrial) to zone R-3B (Multiple-Family Residential) to develop single-family attached dwelling units, affecting property containing approximately 0.34 acres located at 827 Seventh Street.
Name: Keon Williams, on behalf of Jack Stewart
Parcel: 047-3-253-00-0

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Planning Commission
Z-26-04
April 1, 2026

827 Seventh Street

Current Zoning

Subject Property

Zoning Classification

- **B-1: Neighborhood Business**
- **B-2: General Business**
- **LI: Light Industry**
- **R-1C: One Family Residential**

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/11/2026 PE22633

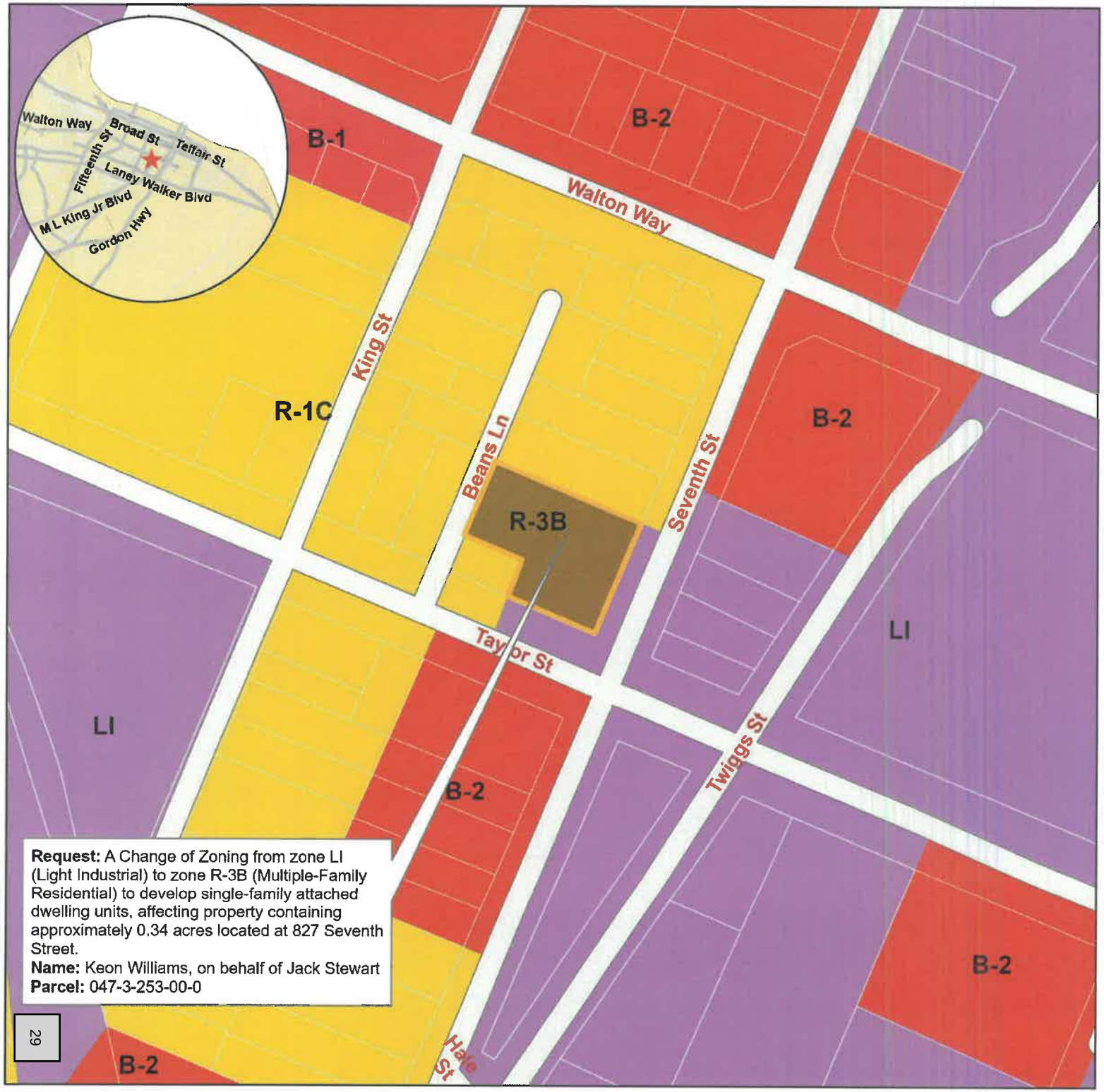
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Item 1.



Request: A Change of Zoning from zone LI (Light Industrial) to zone R-3B (Multiple-Family Residential) to develop single-family attached dwelling units, affecting property containing approximately 0.34 acres located at 827 Seventh Street.
Name: Keon Williams, on behalf of Jack Stewart
Parcel: 047-3-253-00-0

29

Planning Commission
Z-26-04
April 1, 2026

827 Seventh Street

Future Zoning

Subject Property

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- LI: Light Industry
- R-1C: One Family Residential
- R-3B: Multiple Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/11/2026 PE22633

Augusta, GA Disclaimer

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N W E S

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Item 1.

Commission Meeting

April 21, 2026

Item Name: SE-26-04

Department:	Planning & Development
Presenter:	Adleasia Cameron, Director
Caption:	**SE-26-04** - A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Tom Lewis, on behalf of Georgia Waste Systems, Inc., requesting a special exception per Section 24-2(a) of the Comprehensive Zoning Ordinance to develop an indoor waste sorting and transfer station, affecting property containing approximately 10.33 acres located at 3946 and 3946 A Goshen Industrial Boulevard. Tax Map #'s 184-0-082-12-0 & 185-0-04-00-0. Zoned HI (Heavy Industrial).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. Waste Management must submit a letter of consistency to the Augusta Engineering Department for review. The letter must be approved by the Augusta Commission before any permits or licenses can be applied for. **The special exception would not be valid until the Augusta Commission approves the letter of consistency.** 2. The development must comply with all aspects of the Augusta Tree Ordinance. 3. Approval of this Special Exception request does not constitute approval of the conceptual site plan submitted with the Special Exception application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development. 5. Outdoor trash and/or storage items shall not be left outside the building.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Hearing Date: April 1, 2026
Case Number: SE-26-04
Applicant: Tom Lewis
Property Owner: Georgia Waste Systems, Inc.
Property Address: 3946 and 3946 A Goshen Industrial Boulevard
Tax Parcel No(s): 184-0-082-12-0 & 185-0-04-00-0
Current Zoning: 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)
Special Exception	Indoor Waste Sorting & Transfer Station	Section 24-2(a)

SUMMARY OF REQUEST:

This special exception applies to two parcels totaling roughly 10.33 acres situated in the HI (Heavy Industrial) district. The properties front Goshen Industrial Boulevard. The parcels include additional parking areas, vacant land, a warehouse, and a detention pond. According to the Augusta-Richmond County Tax Office, the main building was constructed in 1995. The request seeks approval to return to the existing Municipal Solid Waste (MSW) Transfer Station located at 3946 Goshen Industrial Boulevard to active operations, as permitted under the Georgia Environmental Protection Division's Permit by Rule (PBR-121-16 TS).

COMPREHENSIVE PLAN CONSISTENCY:

This property is in the South Richmond Character Area. The 2023 Comprehensive Plan's vision for the South Richmond Character Area will be to maintain its predominant rural atmosphere characterized by large tracts of forest land, open space, rural residences, some farms, and creeks. Additional suburban residential and commercial development will be located in areas designated for such uses. Industrial development will be limited to existing locations and the Augusta Corporate Park. Public facilities and services will be expanded as necessary to accommodate the growing population. This petition for rezoning is consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. Indoor waste sorting and transfer stations are not permitted by-right in the HI zone but may be granted with the approval of a special exception.
2. In 1995, the Augusta Commission granted a Special Exception to allow the operation of an MSW Transfer Station on the property located at 3946 Goshen Industrial Boulevard.
3. A Development of Regional Impact (DRI) review was submitted to the CSRA Regional Commission. It was determined that because this site was operated as a transfer station previously, the DRI review would not be needed.
4. Section 24-2(a) of the Comprehensive Zoning Ordinance allows garbage, offal, and dead animal reduction or dumping in the HI zone by Special Exception, subject to general compliance with the following criteria:
    - In no case shall any garbage, offal, dead animal reduction or dumping be allowed within 300 feet of an R-Zone. **The *site is over 800 feet from the nearest R-Zone.***
    - The maximum height of a building or structure in the H-I Zone shall be three hundred (300) feet and meet the minimum setback requirements of 40 feet in the front, 10 feet on each side, and 25 feet in the rear. ***The main structure was built in 1995 and stands less than 50 feet in height with setbacks as follows: front ~612 ft., rear ~530 ft., and sides ~200ft. and ~40ft. The building complies with the required height and setback requirements.***
    - Off-street parking shall conform to Section 4 of this Ordinance. ***According to the Zoning Ordinance, parking for Industrial Establishments is calculated at one space per each 40,000 square feet of floor area. As the floor area is 87,120; this site will require ~2 parking spaces and meets that requirement as the existing site has multiple garages.***
    - A plan illustrating compliance with the above requirements shall be submitted to the Planning Commission before the proposal is placed on the agenda. The Planning Commission shall determine that all the foregoing requirements have been satisfied, and further, that the benefits of the proposed indoor waste sorting and transfer facility are greater than any possible depreciating effects and damages to the neighboring properties. ***The proposed site plan meets all requirements for industrial establishments as outlined in the Zoning Ordinance.***
5. The properties have nearby access to public potable water and sanitary sewer systems.
6. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies Goshen Industrial Blvd as a local road.
7. The proposed development must satisfy the minimum off-street parking requirement for an industrial establishment, providing one parking space for every 40,000 square feet of floor area.
8. Transit is not currently available near the subject property.
9. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties are not located within a Special Flood Hazard Area.

10. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the properties.
11. The surrounding zoning districts are HI on all sides of the subject property.
12. The property is situated in the South Augusta Character area; any new construction or exterior improvements are subject to planning and development review and site plan approval.
13. The proposed special exception would be consistent with the 2023 Comprehensive Plan.
14. At the time of the completion of this report, staff have not received any inquiries regarding this petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- No comments received

Engineering Comments:

- Needs to submit a letter of consistency.
- A copy of the renewed industrial permit shall be provided to the Engineering Department.

Utilities Comments:

- No comments received

RECOMMENDATION: The Planning Commission recommends **Approval** of the special exception to establish an Indoor Waste Sorting & Transfer Station with the following conditions:

1. Waste Management must submit a letter of consistency to the Augusta Engineering Department for review. The letter must be approved by the Augusta Commission before any permits or licenses can be applied for. **The special exception would not be valid until the Augusta Commission approves the letter of consistency.**
2. The development must comply with all aspects of the Augusta Tree Ordinance.
3. Approval of this Special Exception request does not constitute approval of the conceptual site plan submitted with the Special Exception application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
5. Outdoor trash and/or storage items shall not be left outside the building.

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

December 3, 2025

City of Augusta
Planning Commission
535 Telfair Street, Suite 300
Augusta, GA 30901

Dear Commission Chair:

As the City of Augusta continues its commercial and manufacturing growth and development in the southern portion of the City, the necessity for additional solid waste disposal capacity becomes a valuable resource to the City and its residents and businesses in order to maintain public health and environmental services. Given the current increase and projected growth of solid waste generation in the surrounding areas, Georgia Waste Systems requests a Special Exception Permit to return to the existing Municipal Solid Waste (MSW) Transfer Station located at 3946 Goshen Industrial Blvd, Augusta, Georgia 30906 to active operations, as permitted under the Georgia Environmental Protection Division's Permit by Rule (PBR-121-16 TS). This facility was initially permitted and operated as an MSW Transfer Station in the late 1990's and has most recently been leased to the City for use as a transload Single Stream recycling operation since 2007. The opportunities presented by this application will increase the available MSW post-collections opportunities for the City, will enhance the efficiencies of solid waste management collections of commercial and manufacturing businesses, and may promote reductions in the potential for traffic congestion of several major transportation corridors within the City. As further detailed below, the proposed use of the property as a MSW Transfer Station is consistent with zoning standards and appropriate as a Special Exception.

Pursuant to the zoning map of Augusta-Richmond County, Georgia, tax parcel map number 185-0-004-00-0 is zoned Heavy Industrial. Pursuant to Section 24-2(a)(8), the Comprehensive Zoning Ordinance of Augusta-Richmond County, Georgia authorizes use of a Heavy Industrial property for "garbage, offal, dead animal reduction, or dumping" by special exception; and Section 24-2(a)(16) authorizes use of a Heavy Industrial property for "storage, collecting, or baling of rags, paper, metal or other items not usable in their current state" so long as the operation is enclosed on all sides by a solid wall or fence of at least six (6) feet in height. As such, use of the property as a transfer station would be permitted under the Zoning Ordinance so long as a Special Exception permit is issued.

According to the application packet, the Planning Commission considers six factors in deciding whether to issue a Special Exception permit. In this case, Georgia Waste Systems, LLC can establish that all factors support the issuance of a Special Exception permit.

Will the Special Exception permit a use that is suitable in view of the use and development of adjacent and nearby property?

Use of the property as a transfer station is a suitable use in light of the other surrounding uses. The property is currently completely surrounded by other Heavy Industrial zoned properties with at least two other waste services businesses operating nearby. In addition, there are trucking companies, warehouses, and a machine parts business as well as the Augusta Regional Airport located less than half a mile away. Further, until earlier this year, this property was used by the City of Augusta for sorting recyclables for over 15 years, and prior to that, it was used by Georgia Waste Systems as a transfer station. As such, return to use as a transfer station is a suitable use for the property.

Will the Special Exception permit adversely affect the existing use or usability of adjacent or nearby property?

Given the other industrial uses discussed above, including but not limited to other waste services business, return of this property to use as a transfer station will not affect the existing use or usability of any adjacent or nearby property.

Will the Special Exception permit result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Return of this property to use as a transfer station will not cause additional burden on streets, transportation facilities, utilities, or schools. Goshen Industrial Boulevard is already appropriate-sized for vehicles and equipment

300 Colonial Center Parkway, Suite 230 Roswell, GA 30076 Tel (678)341-7144 Fax (770)640-4757
www.wm.com

utilized by recycling and/or waste services businesses, and there is no anticipated increase in public utility utilization as a result of this use. Rather, resumption of transfer station operations at this property is anticipated to facilitate more efficient services delivery to customers of Georgia Waste Systems.

Will the Special Exception permit be in conformity with the policy and intent of the Comprehensive Land Use Plan?

As the efficient provision of waste disposal services, including appropriate siting of transfer stations, is a key component of successful land use planning, return of this property to transfer station usage in a pre-existing Heavy Industrial zoned property is consistent with the policy and intent of Augusta-Richmond's Comprehensive Plan.

Does the property at issue have reasonable economic use as currently zoned?

As demonstrated by more than 15 years' of use as a recyclable sorting station and use before that as a transfer station, it is well established that the reasonable economic use of this property is as a transfer station under its current Heavy Industrial zoning classification.

Are there other existing or changing conditions affecting the use and development of the property that supports or opposes the proposed Special Exception?

Georgia Waste Systems is not aware of any existing or changing conditions that affect the resumption of use of the property as a transfer station.

I trust the information supplied in this Letter of Intent meets the requirements of the Planning Commission for our application of Special Exception Use. If the Commission has any additional questions or requests additional information, please feel free to contact me at (904)504-8559 or mstowe@wm.com directly.

Sincerely,

Michael B. Stowe
Area Environmental Protection Manager

Cc: William Price (w/ enclosures)
Tracey Shrader
Tom Lewis

300 Colonial Center Parkway, Suite 230 Roswell, GA 30076 Tel (678)341-7144 Fax (770)640-4757
www.wm.com

3946 Goshen Industrial Blvd Photograph Log



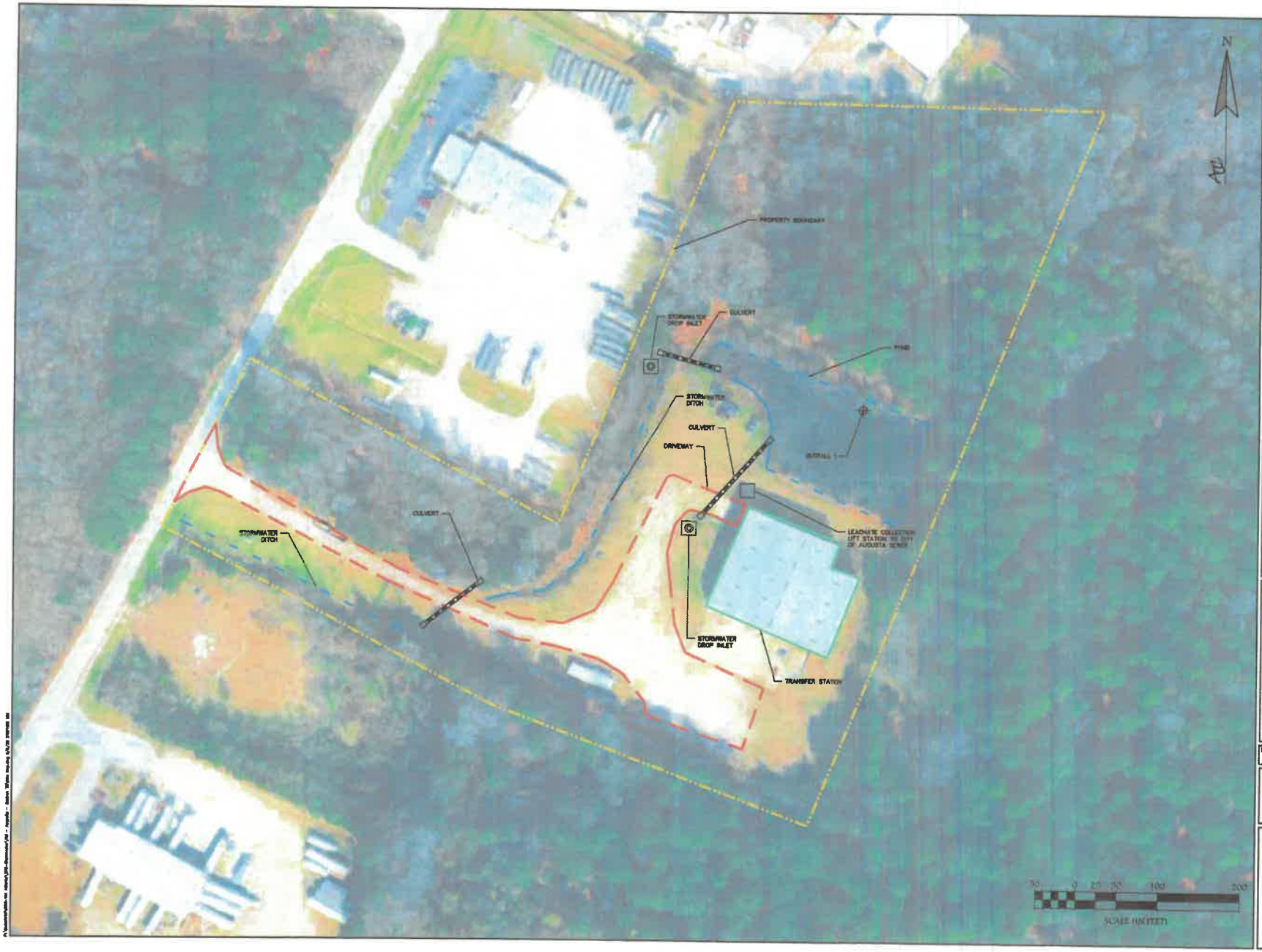
Photo 1: Entrance to Facility at 3946 Goshen Industrial Blvd.



Photo 2: Front of existing Transfer Station Building



Photo 3: Side of existing Transfer Station Building, including Truck Pit Entrances.



ATLANTIC COAST CONSULTING, INC.
Alpharetta, GA
Savannah, GA
Knoxville, TN
11545 Wills Road, Suite 100
Alpharetta, GA 30009
C.O.A #PEN004740
EXP: 06/30/2026

PROJECT:
AUGUSTA GOSHEN TRANSFER STATION

3946 GOSHEN INDUSTRIAL BLVD, AUGUSTA, GA 30906

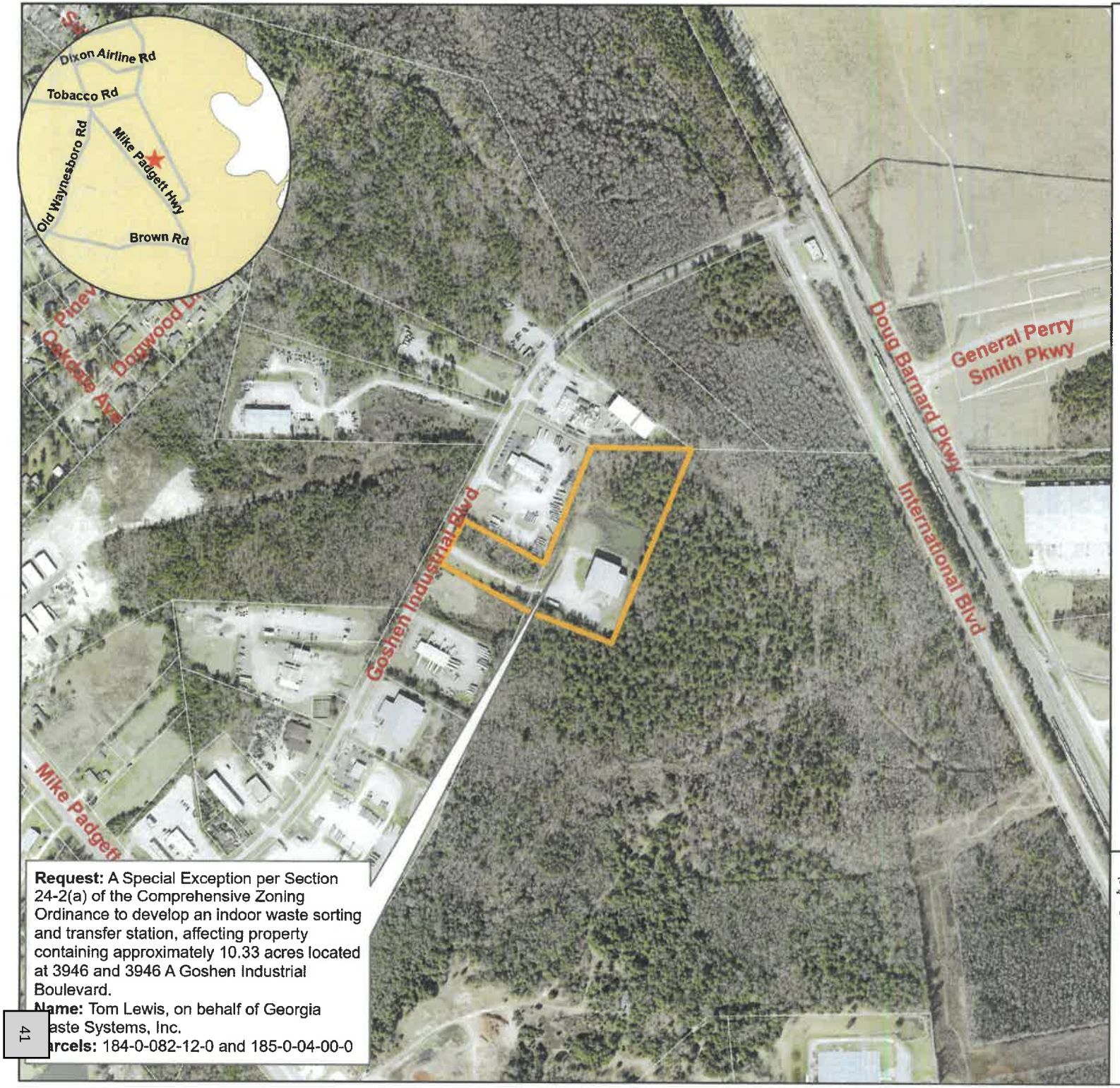
REVISIONS
0. Initial Issue 08/01/2025

Drawn by: SK | Checked by: DH | QC by:

PROJECT NUMBER:
1002-375
August 2025

SITE MAP

FIGURE 1



Request: A Special Exception per Section 24-2(a) of the Comprehensive Zoning Ordinance to develop an indoor waste sorting and transfer station, affecting property containing approximately 10.33 acres located at 3946 and 3946 A Goshen Industrial Boulevard.
Name: Tom Lewis, on behalf of Georgia aste Systems, Inc.
arcels: 184-0-082-12-0 and 185-0-04-00-0

41

Planning Commission
SE-26-04
April 1, 2026

3946 and 3946 A Goshen Industrial Boulevard

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/11/2026 PE22633

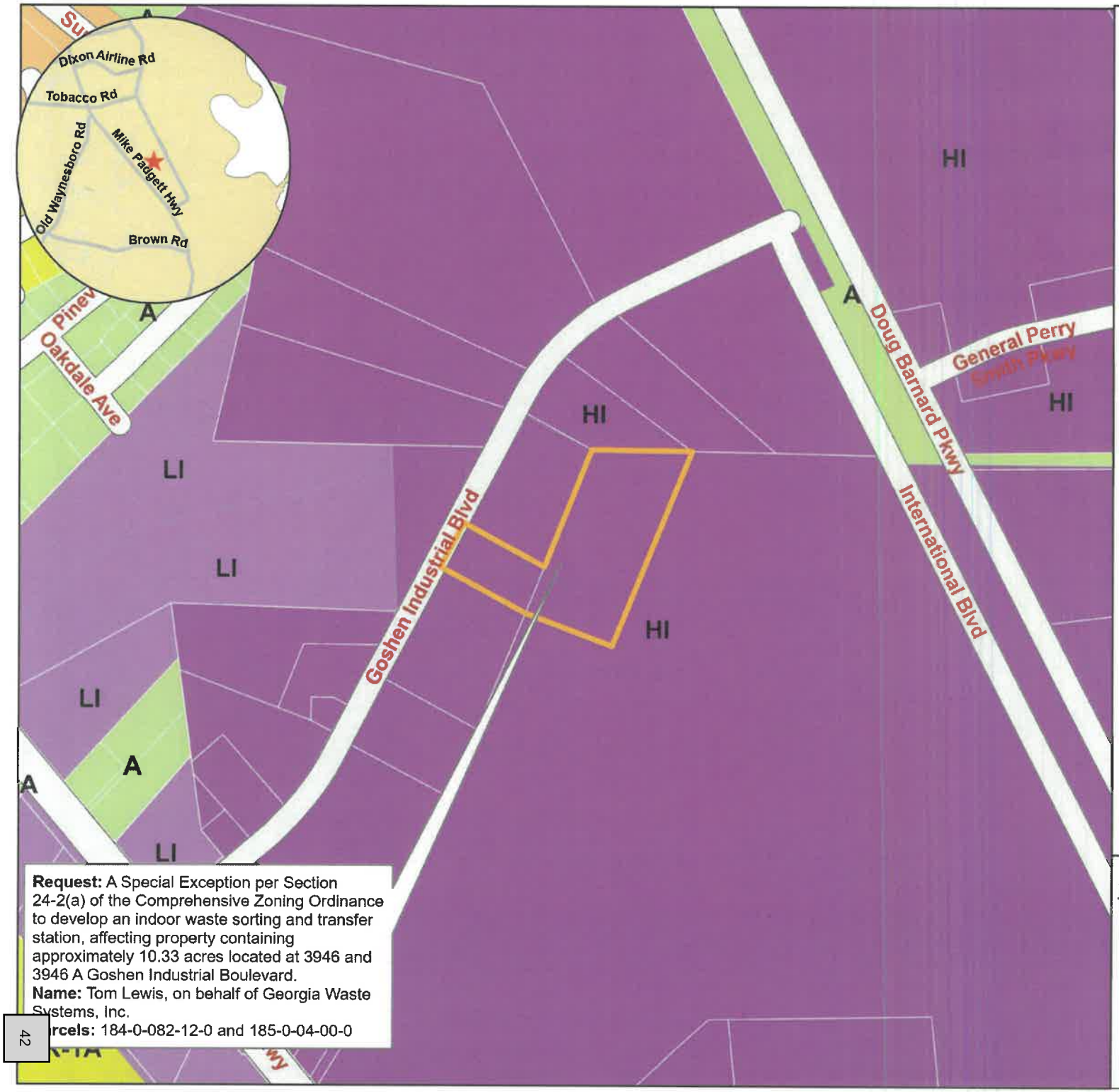
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Item 2.



Request: A Special Exception per Section 24-2(a) of the Comprehensive Zoning Ordinance to develop an indoor waste sorting and transfer station, affecting property containing approximately 10.33 acres located at 3946 and 3946 A Goshen Industrial Boulevard.
Name: Tom Lewis, on behalf of Georgia Waste Systems, Inc.
Parcels: 184-0-082-12-0 and 185-0-04-00-0

Planning Commission
SE-26-04
April 1, 2026

3946 and 3946 A Goshen Industrial Boulevard

Current Zoning

Subject Property

Zoning Classification

- A: Agriculture
- HI: Heavy Industry
- LI: Light Industry
- R-1: One Family Residential
- R-1A: One Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/11/2026 PE22633

Augusta, GA Disclaimer

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Item 2.

Commission Meeting

April 21, 2026

Item Name: Final Plat S-987

Department:	Planning & Development
Presenter:	Adleasia Cameron, Director
Caption:	**Final Plat – S-987-R1 – Highland Springs** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Joel Presley on behalf of Highland Springs LLC requesting final plat approval for Highland Springs containing 131 lots, located at 421 Pleasant Home Road. Tax Map #016-0-046-00-0. *Reviewing agency approval 3/23/2026.*
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-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Final Plat – Highland Springs – S-987-R1

Hearing Date: Wednesday, April 1, 2026

Applicant: Joel Presley

Property Owner: Highland Springs LLC

Property Address: 421 Pleasant Home Road

Tax Parcel #: 016-0-046-00-0

Present Zoning: R-1E

Neighborhood or Subdivision: Highland Springs

Commission District: 7 (Tina Slendak) **Super District:** 10 (Wayne Guilfoyle)

FOR CLERK OF COURT USE ONLY

THIS PLAT SUPERSEDES THE PLAT RECORDED IN PLAT BOOK 28, PAGE 39

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA RICHMOND COUNTY
PLANNING COMMISSION

DATE APPROVED: _____

CHAIRMAN

SECRETARY

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA COMMISSION

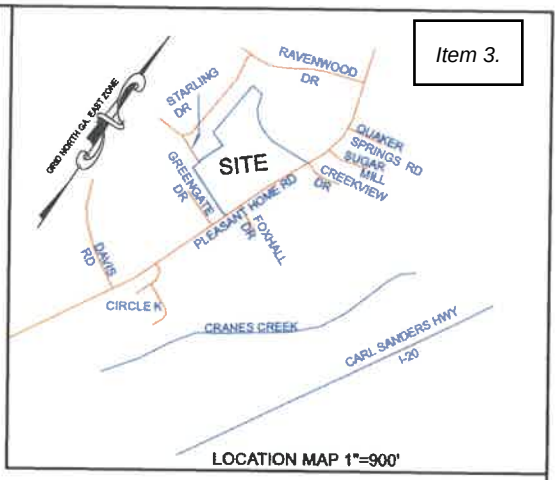
DATE APPROVED: _____

CHAIRMAN - MAYOR

CLERK: COMMISSION

LEGEND

- #4 RF= REBAR FOUND
- PIN= PARCEL IDENTICATION NUMBER
- DB= DEED BOOK
- PC= PLAT CABINET
- MBL= MINIMUM BUILD LINE
- JB=JUNCTION BOX
- DI=DROP INLET
- FM = FIELD MEASUREMENTS
- SMH = STORM MANHOLE
- SW= STORM WATER
- = SEWER TAP
- = WATER METER
- W = WATER LINE
- SSMH = SANITARY SEWER MANHOLE
- SS= SNNITARY LINE
- POWER POLE
- GW = GUY WIRE
- PS = POWER STUB
- SWT = SINGLE WING TRAP
- DWT = DOUBLE WING TRAP
- CTPF= CRIMP TOP PIPE FOUND
- OTPF= OPEN TOP PIPE FOUND
- 18' U.E.= 18' UTILITY EASEMENT



LOCATION MAP 1"=900'

REFERENCE BENCHMARKS

NAD 1983 BM-1 N 1274560.598 E 682971.828 EL.=330.42 NAVD #4REBAR	NAD 1983 BM-2 N 1275398.832 E 683475.671 EL.=321.83 NAVD #4REBAR
NAD 1983 BM-3 N 1274987.166 E 683860.748 EL.= 321.56 NAVD #4REBAR	NAD 1983 BM-4 N 1274650.880 E 683990.443 EL.= 318.77 NAVD #4REBAR

FINAL PLAT OF HIGHLAND SPRINGS SUBDIVISION

PROPERTY LOCATED IN THE 90th G.M.D.
RICHMOND COUNTY, GEORGIA
SCALE 1"=50' DATE 12/01/2025 REV=02/01/2026
REVISED WATER LINE 02/13/2026
COUNTY COMMENTS 03/16/2026
COUNTY COMMENTS 03/21/2026

50 25 0 50 100
GRAPHIC SCALE
SCALE 1"=50'

PROJECT DATA:

TAX PARCEL: 016-00-46-000 AND 016-2249-000
TOTAL ACRES: 19.891
LESS 0.118 ACRES NEW R/W
REMAINING AREA 19.773 OR 861311.88 SQ.FT
DISTURBED AREA: 20.0 ACRES
TOTAL NUMBER OF LOTS: 131
DENSITY: 6.58 UNITS PER ACRE
CURRENT ZONING: R-1E (SINGLE FAMILY RESIDENTIAL)
CURRENT USE: SINGLE FAMILY RESIDENTIAL
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
OPEN SPACE REQUIRED (25%): 4.97 ACRES
OPEN SPACE PROVIDED: 6.1 ACRES

PARKING REQUIREMENTS:
DETACHED LOTS 59 LOTS X 2 SPACES = 118
ATTACHED LOTS: 72X2.25=162 SPACES
TOTAL SPACES REQUIRED= 280
SPACES PROVIDED:
PARKING SPACES PER LOT (2 EA)=262 SPACES
ON-STREET PARKING PROVIDED: 18 SPACES
TOTAL PARKING PROVIDED=280 SPACES

ZONING CASE Z-22-46
MAX BUILDING HEIGHT: 45 FEET / 2 STORY

BUILDING SETBACKS

SETBACKS:	SINGLE FAMILY
TOWNHOME	
FRONT 15'	FRONT 15'
SIDE 0' TO 6' END UNIT	SIDE 5.5'
REAR 25'	REAR 25'

CENTER LINE ROAD

NUM	BEARING	DISTANCE
L1	N34°48'34"W	104.78'
L2	N62°13'58"W	118.30'
L3	N34°47'18"W	307.17'
L4	N55°11'26"E	126.94'
L5	N6°31'14"E	82.83'
L6	N36°58'49"E	656.41'
L7	S55°11'26"W	554.61'
L8	N55°11'26"E	572.20'
L9	S79°44'56"E	21.19'
L10	S10°11'24"W	21.21'
L11	S86°28'44"W	25.64'
L12	N82°13'58"W	58.85'

SANITARY SEWER EASEMENT

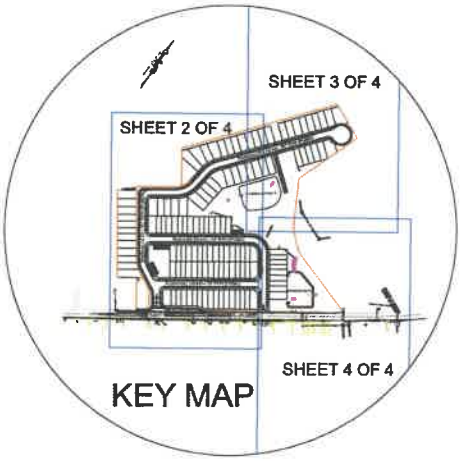
NUM	BEARING	DISTANCE
E1	S10°14'20"E	282.33'
E2	S51°48'45"E	148.60'
E3	S41°20'10"E	65.25'
E4	S41°20'10"E	63.74'
E5	S52°01'35"E	142.18'
E6	S10°14'20"E	265.98'
E7	N58°22'32"E	179.74'
E8	N31°06'58"W	10.96'

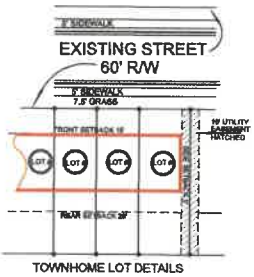
CENTER LINE ROAD

C1	25°36'37"	38.62'	86.40'	N50°07'16"W	38.30'
C2	25°40'46"	43.06'	96.07'	S48°30'38"E	42.70'
C3	89°58'45"	65.17'	41.50'	S10°12'06"W	58.68'
C4	48°40'13"	110.43'	130.00'	N30°51'20"E	107.14'
C5	32°25'34"	73.57'	130.00'	S22°44'02"W	72.59'
C6	89°59'58"	109.96'	70.00'	N79°48'34"W	98.99'

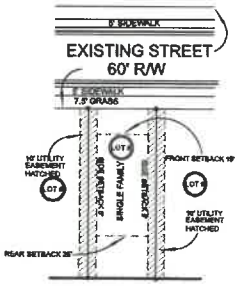
LOT R/W DATA

C7	27°29'03"	47.87'	100.00'	N48°29'27"W	47.51'
C8	1°29'27"	5.66'	218.41'	S80°44'14"E	5.66'
C9	18°43'48"	36.56'	125.29'	S50°36'38"E	36.46'
C10	6°21'05"	15.17'	136.82'	S36°17'11"E	15.16'
C11	18°07'52"	31.64'	100.00'	N46°07'30"E	31.51'
C12	30°32'20"	53.30'	100.00'	N21°47'24"E	52.67'
C13	3°56'41"	10.97'	160.00'	S8°20'05"W	10.97'
C14	11°30'40"	32.14'	160.00'	S16°12'15"W	32.08'
C15	14°21'43"	40.11'	160.00'	S29°06'26"W	40.00'
C16	2°37'31"	7.33'	160.00'	S37°36'03"W	7.33'
C17	55°38'41"	58.33'	58.00'	S53°02'26"W	54.14'
C18	189°05'21"	191.41'	58.00'	N4°36'33"W	115.64'
C19	34°02'58"	34.47'	58.00'	S73°01'24"E	33.96'
C20	32°25'36"	56.59'	100.00'	S22°44'01"W	55.84'
C21	10°01'14"	27.98'	160.00'	N11°31'50"E	27.95'
C22	16°29'06"	46.03'	160.00'	N24°47'00"E	45.88'
C23	16°13'04"	45.29'	160.00'	N41°08'04"E	45.14'
C24	5°56'50"	16.61'	160.00'	N52°13'01"E	16.60'
C25	77°34'06"	136.38'	100.00'	N88°01'30"W	125.29'
C26	12°25'51"	21.70'	100.00'	N41°01'30"W	21.65'
C27	90°00'00"	62.83'	40.00'	N79°48'34"W	56.57'
C28	30°20'58"	28.79'	54.34'	S48°22'48"E	28.45'





TOWNHOME LOT DETAILS

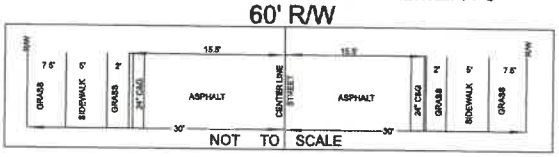


DETATCHED LOT DETAILS

SITE NOTES

1. A 10' DRAINAGE AND UTILITY EASEMENT IS HEREBY RESERVED ON THE REAR OF ALL LOTS AND A AND 5' DRAINAGE AND UTILITY EASEMENT IS HEREBY RESERVED ON THE SIDE LOT LINES, UNLESS OTHERWISE SHOWN.
   ON TOWNHOME BUILDING THERE WILL BE A 10' UTILITY EASEMENT BETWEEN END UNITS
2. A #4 REBAR TO BE SET AT ALL LOT CORNERS AND CAPPED.
3. NO CERTIFICATE OF OCCUPANCY CAN BE ISSUED UNTIL THE ENTIRE PHASE HAS BEEN APPROVED AND ACCEPTED BY ALL AUGUSTA RICHMOND COUNTY DEPARTMENTS.
4. ALL ROADWAYS SHOWN HEREON ARE PUBLIC, UNLESS NOTED OTHERWISE.
5. SIDEWALKS MUST BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THE DEVELOPMENT AND COMPLY WITH ADA STANDARDS. SIDEWALKS SHALL BE INSTALLED ALONG PLEASANT HOME ROAD IN FRONT OF THE DEVELOPMENT.
6. FINISH FLOOR ELEVATION FOR ALL PROPOSED BUILDINGS SHALL BE A MINIMUM OF 5 FEET ABOVE THE INVERT ELEVATION OF THE WASTEWATER MAIN OR MANHOLE AT THE POINT OF TIE-IN.

TYPICAL ROAD MEASUREMENTS 60' R/W



NOT TO SCALE

OWNER/DEVELOPER: BEECH ISLAND DEVELOPMENT COMPANY,LLC.
, HIGHLAND SPRINGS, LLC. AND WINCHESTER HOMEBUILDERS OF GA.
TJ WASHBURN = 248 FURY FERRY RD AUGUSTA, GA 30907
706-220-0457 tj@winchester.company

SUBDIVIDER= ALFRED BENESCH & COMPANY
1005 BROAD STREET, SUITE 200
AUGUSTA,GA 30901 P 706 722 4114
www.benesch.com
ENGINEER =WILLIAM R. TOOLE
REGISTERED NO. 14486

Perimeter Surveying Co.,Inc.
260 ASA WAY EVANS, GEORGIA 30809
Phone :(770) 425-6824
Phone: (706) 246-5850
kencoper@aol.com
Kenneth L. Nutt, Ga., R.L.S. # 2104
COA# LSF001223

PSCI

SURVEYORS NOTES

1)References:
a.) Deed Books: DB 389 PG 2092, Deed Book 1298 PG 1322
b.) REALTY REEL 66 PAGE 2992

2) Record North and All Bearings Show Reflect Reference Plat.

3) The field data upon which this plat is based has a raw closure of one foot in 45,621 feet, and was adjusted using a least squares routine yielding a closure of one foot in 1,112645.0

4) This survey was performed with the benefit of a complete and thorough Title Abstract.

5) Referring to FEMA "MSC FIRM" Map 13245C0015F Dated 07/25/2009. This lies within Zone X IS NOT IN THE 100 YEAR FLOOD PLAIN

6) Boundary Survey of existing parcel being Tax Parcels ID #016-0-046-000 AND 016-2249-000

7) Field Equipment Used : TOPCON GTS-GT/SOKKIA DC.TOPCON GPS,RTK

8) ALL STORM PIPES OUT SIDE PUBLIC RIGHT OF WAY WILL HAVE A 20' EASEMENT AND DEDICATED TO RICHMOND COUNTY.

9) ALL SANITARY SEWER PIPES OUT SIDE PUBLIC RIGHT OF WAY WILL HAVE A 20' EASEMENT AND DEDICATED TO RICHMOND COUNTY.

10. BASIS OF BEARING IS GEORGIA STATE PLANE GRID,EAST ZONE, NORTH AMERICAN DATUM (NAD '83).

11. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

12. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TOPCON ROBOTIC TOTAL STATION AND TOPCON GNSS RECEIVER WITH AN ACCURACY OF 2 CM.

13. THE ELEVATIONS AS SHOWN ARE BASED ON NAVD88.

18"X24" SHEET
SHEET 1 OF 4

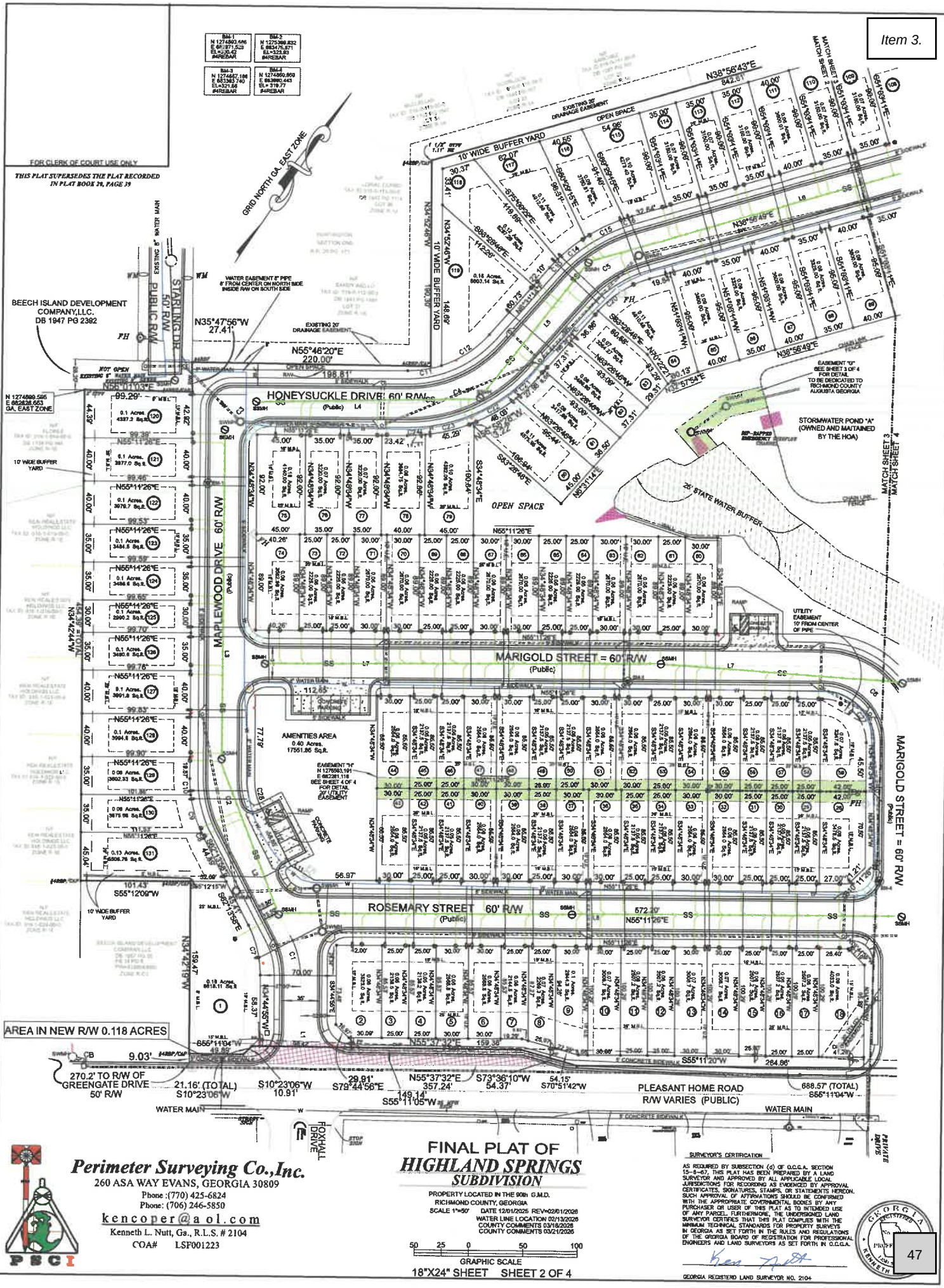
The field work for this survey was done DECEMBER 2025
All iron pins PLACED are 1/2" Rebar/CAP unless otherwise noted.
- This plat subject to all easements public and private.
-This plat may be based on a recorded plat from iron pins referenced on said plat for closure tie.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVAL OF AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A.

GEORGIA REGISTERD LAND SURVEYOR NO. 2104

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR 2104 KENNETH L. NUTT



FINAL PLAT OF *HIGHLAND SPRINGS SUBDIVISION*

PROPERTY LOCATED IN THE 90th G.M.D.
RICHMOND COUNTY, GEORGIA
SCALE 1"=50' DATE 12/01/2025 REV=02/01/2026
WATER LINE LOCATION 02/13/2026
COUNTY COMMENTS 03/16/2026
COUNTY COMMENTS 03/21/2026

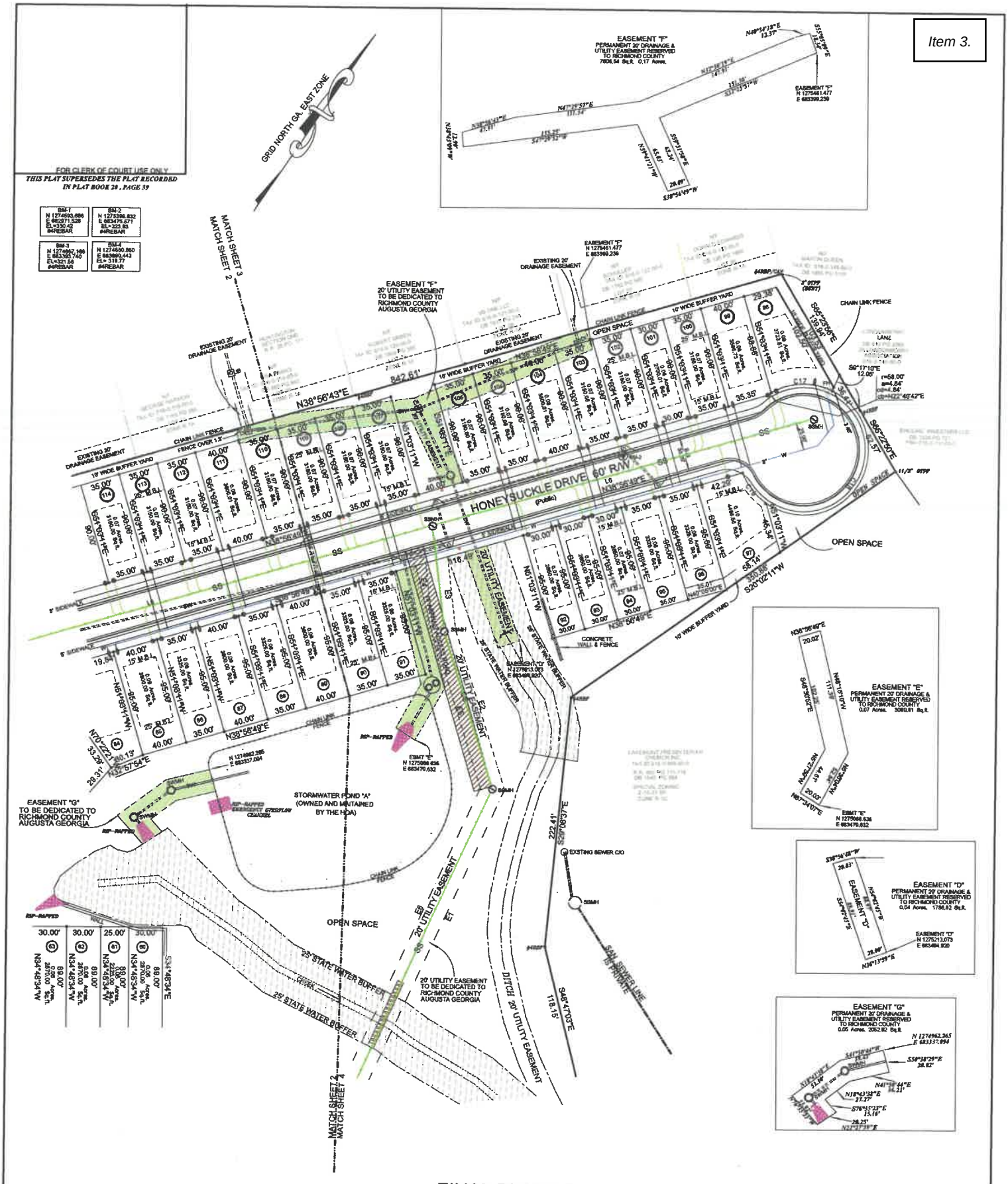
GRAPHIC SCALE
50 25 0 50 100
18"X24" SHEET SHEET 2 OF 4

Perimeter Surveying Co.,Inc.
260 ASA WAY EVANS, GEORGIA 30809
Phone :(770) 425-6824
Phone: (706) 246-5850
kencoper@aol.com
Kenneth L. Nutt, Ga., R.L.S. # 2104
COA# LSF001223

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COA# LSF001223

FINAL PLAT OF *HIGHLAND SPRINGS* *SUBDIVISION*

PROPERTY LOCATED IN THE 80th G.M.D.
RICHMOND COUNTY, GEORGIA
SCALE 1"=50' DATE 12/01/2025 REV=02/01/2026
WATER LINE LOCATION 02/13/2026
COUNTY COMMENTS 02/18/2026
COUNTY COMMENTS 03/21/2026

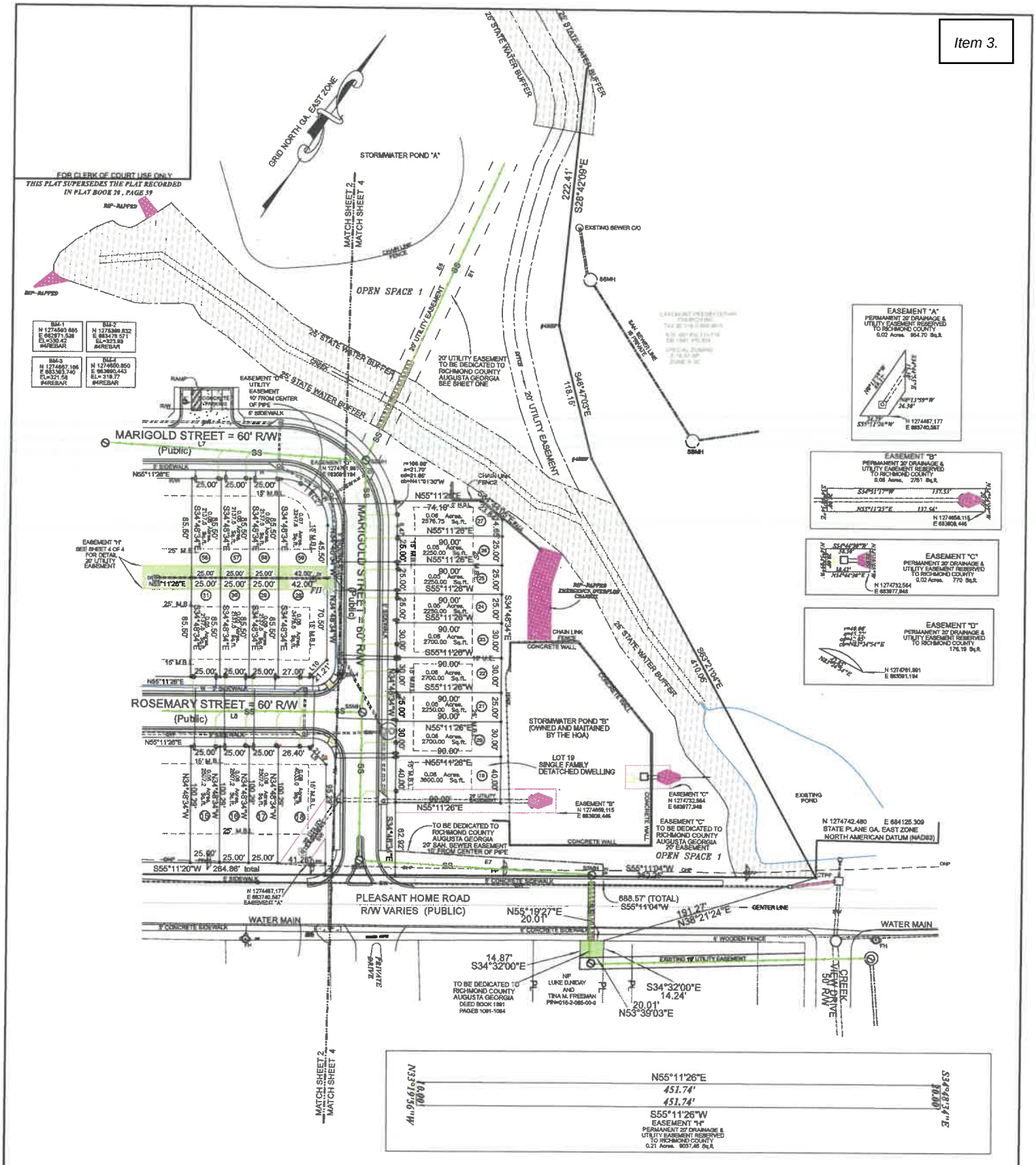
50 25 0 50 100
GRAPHIC SCALE
18"X24" SHEET
SHEET 3 OF 4

SURVEYOR'S CERTIFICATION

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GEORGIA REGISTERD LAND SURVEYOR NO. 2104

GEORGIA REGISTERED No. 2104 PROFESSIONAL LAND SURVEYOR KENNETH L NUTT



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FINAL PLAT OF *HIGHLAND SPRINGS SUBDIVISION*

PROPERTY LOCATED IN THE 90th G.M.D.
RICHMOND COUNTY, GEORGIA
SCALE 1"=50' DATE 12/10/2025 REV=02/01/2026
WATER LINE LOCATION 02/13/2026
COUNTY COMMENTS 03/16/2026
COUNTY COMMENTS 03/16/2026
COUNTY COMMENTS 03/21/2026

GRAPHIC SCALE 50 25 0 50 100

SHEET 4 OF 4 18"X24" SHEET

SURVEYOR'S CERTIFICATION

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GEORGIA REGISTERD LAND SURVEYOR NO. 2104

GEORGIA REGISTERED PROFESSIONAL No. 2104 KENNETH L. NUTT

Commission Meeting

April 21, 2026

Item Name: Final Plat S-954

Department:	Planning & Development
Presenter:	Adleasia Cameron, Director
Caption:	**Final Plat – S-954-FINAL – Granite Hill Section 4 Phase IV** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Danny Geddes on behalf of Crowell & Co Inc., requesting final plat approval for Granite Hill Section 4 Phase IV containing 38 lots, located at 974 Burlington Drive. Tax Map #053-0-079-01-0. *Reviewing agency approval 3/13/2026.*
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-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Final Plat – Granite Hill Section 4 Phase IV – S-954

Hearing Date: Wednesday, April 1, 2026

Applicant: Danny Geddes

Property Owner: Crowell & CO Inc.

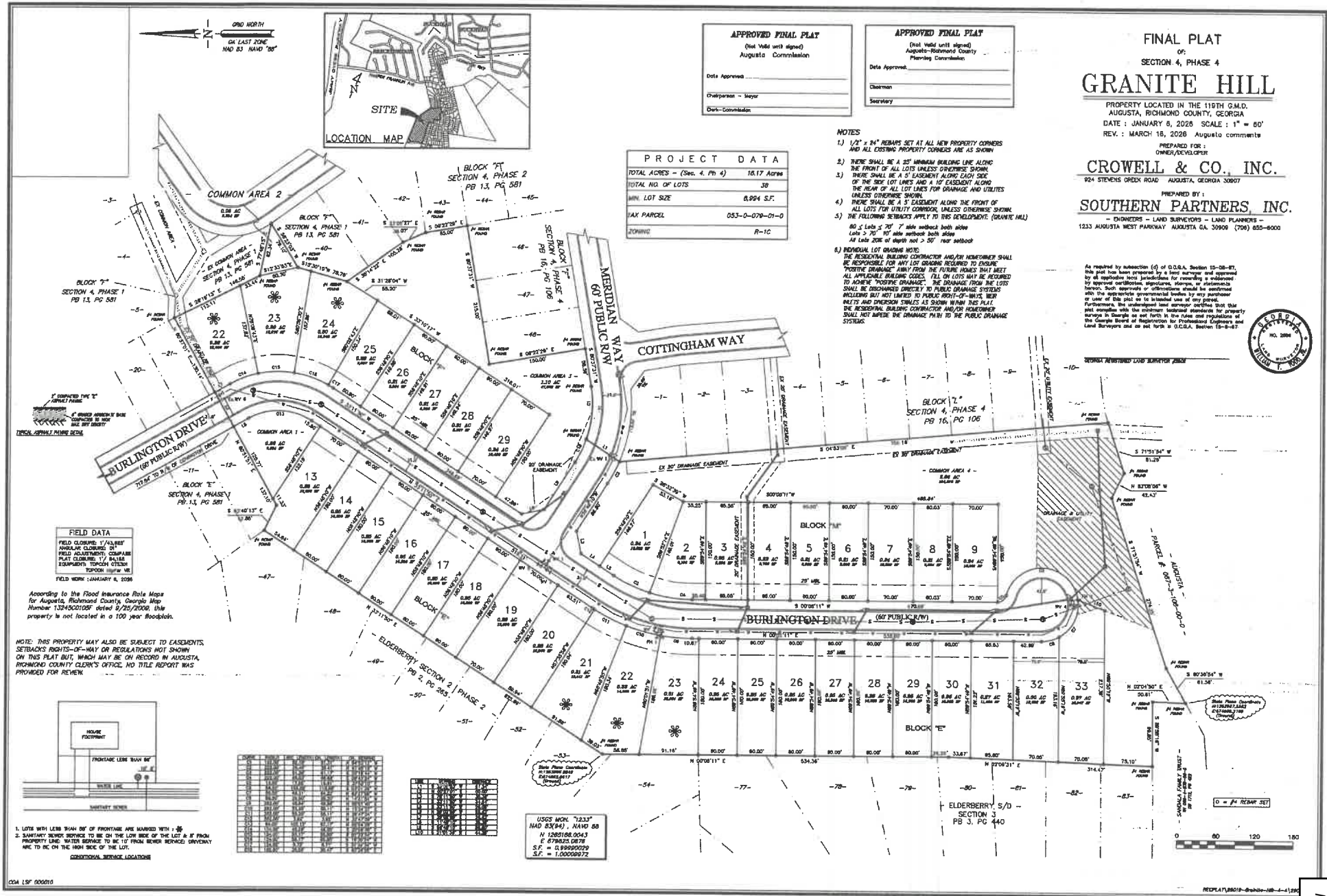
Property Address: 974 Burlington Drive

Tax Parcel #: 053-0-079-01-0

Present Zoning: R-1C

Neighborhood or Subdivision: Granite Hill Section IV

Commission District: 5 (Don Clark) **Super District:** 9 (Francine Scott)


GRID NORTH
GA EAST ZONE
NAD 83 NAVD '88'
LOCATION MAP
SITE
APPROVED FINAL PLAT
(Not Valid until signed)
Augusta Commission
Date Approved
Chairperson - Mayor
Clerk-Commission
APPROVED FINAL PLAT
(Not Valid until signed)
Augusta-Richmond County
Planning Commission
Date Approved
Chairman
Secretary
FINAL PLAT
OF:
SECTION 4, PHASE 4
GRANITE HILL
PROPERTY LOCATED IN THE 119TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE : JANUARY 6, 2026 SCALE : 1" = 60'
REV. : MARCH 18, 2026 Augusta comments
PREPARED FOR :
OWNER/DEVELOPER
CROWELL & CO., INC.
924 STEVENS CREEK ROAD AUGUSTA, GEORGIA 30907
PREPARED BY :
SOUTHERN PARTNERS, INC.
- ENGINEERS - LAND SURVEYORS - LAND PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-6000
PROJECT DATA
TOTAL ACRES - (Sec. 4, Ph 4) 16.17 Acres
TOTAL NO. OF LOTS 38
MIN. LOT SIZE 6,994 S.F.
TAX PARCEL 053-0-079-01-0
ZONING R-1C
NOTES
1.) 1/2" x 24" REBARS SET AT ALL NEW PROPERTY CORNERS AND ALL EXISTING PROPERTY CORNERS ARE AS SHOWN
2.) THERE SHALL BE A 25' MINIMUM BUILDING LINE ALONG THE FRONT OF ALL LOTS UNLESS OTHERWISE SHOWN.
3.) THERE SHALL BE A 5' EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
4.) THERE SHALL BE A 5' EASEMENT ALONG THE FRONT OF ALL LOTS FOR UTILITY CORRIDOR, UNLESS OTHERWISE SHOWN.
5.) THE FOLLOWING SETBACKS APPLY TO THIS DEVELOPMENT: (GRANITE HILL)
80 ≤ Lots ≤ 70' 7' side setback both sides
Lots > 70' 10' side setback both sides
All Lots 20ft of depth not > 30' rear setback
6.) INDIVIDUAL LOT GRADING NOTE:
THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT GRADING REQUIRED TO ENSURE "POSITIVE DRAINAGE" AWAY FROM THE FUTURE HOMES THAT MEET ALL APPLICABLE BUILDING CODES. FILL ON LOTS MAY BE REQUIRED TO ACHIEVE "POSITIVE DRAINAGE". THE DRAINAGE FROM THE LOTS SHALL BE DISCHARGED DIRECTLY TO PUBLIC DRAINAGE SYSTEMS INCLUDING BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAYS, MEN INLETS AND DIVERSION SWALES AS SHOWN WITHIN THIS PLAT. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPEDE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording a evidenced by approved certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
GEORGIA REGISTERED LAND SURVEYOR SEAL
GEORGIA REGISTERED NO. 2894 LAND SURVEYOR WILLIAM F. MOSS JR.
COMMON AREA 2
BLOCK "F" SECTION 4, PHASE 2 PB 13, PG 581
BLOCK "F" SECTION 4, PHASE 1 PB 13, PG 581
BLOCK "F" SECTION 4, PHASE 4 PB 16, PG 106
MERIDIAN WAY 60' PUBLIC R/W
COTTINGHAM WAY
BURLINGTON DRIVE (60' PUBLIC R/W)
BLOCK "E" SECTION 4, PHASE 1 PB 13, PG 581
BLOCK "A"
BLOCK "B"
BLOCK "C"
BLOCK "D"
BLOCK "E"
ELDERBERRY SECTION 2 PHASE 2 PB 2, PG 265
ELDERBERRY S/D - SECTION 3 PB 3, PG 440
AUGUSTA - PARCEL # 007-3-108-00-0
SANDHILL FAMILY TRUST
FIELD DATA
FIELD CLOSURE: 1' / 43,882'
ANGULAR CLOSURE: 01"
FIELD ADJUSTMENT: COMPASS
PLAT CLOSURE: 1' / 84,168
EQUIPMENT: TOPCON GTS330
TOPCON
FIELD WORK : JANUARY 6, 2026
According to the Flood Insurance Rate Maps for Augusta, Richmond County, Georgia Map Number 13245C0105F dated 9/25/2009, this property is not located in a 100 year floodplain.
NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS, RIGHTS-OF-WAY OR REGULATIONS NOT SHOWN ON THIS PLAT BUT, WHICH MAY BE ON RECORD IN AUGUSTA, RICHMOND COUNTY CLERK'S OFFICE. NO TITLE REPORT WAS PROVIDED FOR REVIEW.
TYPICAL ASPHALT PAVING DETAIL
HOUSE FOOTPRINT
FRONTAGE LESS THAN 86'
WATER LINE
SANITARY SEWER
1. LOTS WITH LESS THAN 86' OF FRONTAGE ARE MARKED WITH : ❋
2. SANITARY SEWER SERVICE TO BE ON THE LOW SIDE OF THE LOT & 5' FROM PROPERTY LINE. WATER SERVICE TO BE 10' FROM SEWER SERVICE. DRIVEWAY ARE TO BE ON THE HIGH SIDE OF THE LOT.
CONDITIONAL SERVICE LOCATIONS
USGS MON. "1233" NAD 83(94) , NAVD 88
N 1265168.0043
E 679825.0878
S.F. = 0.99990029
S.F. = 1.00009972
O = #4 REBAR SET
0 60 120 180
COA LSF 000016

Public.Services.Committee.Meeting

Meeting Date: 04/14/26

Augusta Regional Airport (AGS) – CAT II – CO #2 – Construct Upgrades to Mark 1F Instrument Landing System (ILS) for Runway 35

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Augusta Regional Airport (AGS) - Approve CAT II - CO #2 – Construct Upgrades to Mark 1F ILS for Runway 35 to Trinity Electrical Service's Contract, for an additional $93,905.00.

Background: Trinity Electrical Services is currently contracted to construct the Approach Improvements to Runway 35. This requested Change Order #2 includes costs associated with additional work, materials, and equipment as requested by the FAA.

Following the installation of the localizer antenna array provided by the FAA, it was determined that the antennas were defective (skewed) due to manufacturing defects. The associated costs cover the labor and materials required for disconnecting and removing the faulty antennas and installing replacement units provided by the FAA. Other adjustments in quantity reflect changes based on the final constructed measurements.

Mead & Hunt has evaluated the change order request provided by Trinity and finds that the costs associated are acceptable and within the unit prices provided as part of the original contract and/or within the industry. AGS provided verbal approval in late February to complete the work.

This is the Second and Final Change Order for this project and revises Trinity's contract to $882,910.00.

Analysis: This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact: This project is funded through a combination of Airport Enterprise Funds (Trinity) and a Reimbursable agreement between AGS and Federal Aviati

Administration (FAA). It is anticipated that, since the additional costs caused by the manufacturer, expenses related to the removal of the defective equipment and installation of the new antennas will be shared between the FAA and Thales.

Alternatives: N/A

Recommendation: Approve CAT II - CO #2 – Construct Upgrades to Mark 1F ILS for Runway 35 to Trinity Electrical Service's Contract, for an additional $93,905.00.

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

Mead & Hunt

CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Ph: 706-796-4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.
5955 Core Road, Suite 515
North Charleston, SC 29406
Ph. (843) 486-8330

PROJECT: **AGS Construct Upgrades to Mark 1F Instrument Landing System (ILS) for Runway 35**
Project No.: 0119700-221073.02

CHANGE ORDER NO.: 02
Date: 03/13/2026
Cc:

CONTRACTOR: **Trinity Electrical Services**
2317 Golden Isles West
Baxley, Georgia 31513

DESCRIPTION of CHANGE: Quantity Adjustments

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-102.1a	Base	Installation, Maintenance, and Removal of Silt Fence Type C	LF	$2.50	-950	($2,375.00)
C-102.1b	Base	Erosion Control Mobilization	LS	$7,200.00	-1	($7,200.00)
C-102.1c	Base	Emergency Erosion Control Mobilization	LS	$7,000.00	-1	($7,000.00)
NS02-04	CO 2	Runway 35 14-Element Localizer Antenna - Disconnect/Remove/Install (FAA to Procure)	SY	$110,480.00	1	$110,480.00

PROVIDED JUSTIFICATION:

1. Following the installation of the localizer antenna array provided by the FAA, it was determined that the antennas were defective (skewed) due to a manufacturing defect. The associated costs cover the labor and materials required for disconnecting and removing the faulty antennas and installing replacement units. Other adjustments in quantity reflect changes based on the final constructed measurements.

ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	$	771,265.00
Prior Adjustments:	$	17,740.00
Contract Sum Prior to This Change:	$	789,005.00
Adjustment for this Change:	$	93,905.00
Revised Contract Sum:	$	882,910.00

ADJUSTMENT of CONTRACT TIME

Original Contract Time:	95	(days)
Prior Adjustments:	0	(days)
Contract Time Prior to This Change:	95	(days)
Adjustment for this Change:	0	(days)
Revised Contract Time:	95	(days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

ENGINEER
Recommended by: Mead & Hunt

Engineer Date

OWNER'S REPRESENTATIVE
Recommended by:

Representative Date

CONTRACTOR
Accepted by:

Date

OWNER
Approved by:

Date

AUGUSTA REGIONAL AIRPORT

(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting
March 26, 2026
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members:	**Commissioner Michael Cioffi; Commissioner William Fennoy; Commissioner Dan Troutman; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke; Commissioner James Germany; Commissioner Randy Sasser; Commissioner Kay Roland**
Absent:	**Commissioner Ronic West; Commissioner Marshall McKnight; Commissioner Davis Beman**
Staff:	**Ms. Lauren Smith; Mr. Kenneth Hinkle; Mr. Robert Kerr – Staff Attorney; Ms. Jennifer Humphrey; Ms. Elizabeth Giles; Chief Michael Beal; Ms. Diane Johnston; Ms. Catherine Highsmith; Mr. Tyler Good; Capt. Matt Tindell; Mr. Korey Anderson; Mr. DeAndre Davis**
Others:	**Mr. Edwin Scott & Ms. Debbie – Mead & Hunt; Ms. Dana Lynn McIntyre – Augusta Business Daily; Ms. Pamelia Davison – BravoAir; Mr. Robert Moore – Foth; Mr. Skylar – Augusta Press; Ms. Candi – Republic Parking; Mr. Bingham**

CALL TO ORDER & PRAYER – Vice-*Chairman Commissioner Michael Cioffi called the meeting to order at 10:04am, Prayer offered by Commissioner Wilbert Barrett*

Motion by Commissioner Barrett 2nd by Commissioner Roland to amend March 26, 2026, Augusta Aviation Commission Meeting Agenda by adding the following two items to the Augusta Aviation Commission Agenda: Item V.H. 2026 Commercial Ground Transportation Permit and Item V.I. 2026 Ground Transportation Agreement with Turo, Inc.
No Discussion; Unanimous Ayes; Motion Carries

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Vice-Chairman Commissioner Cioffi

A. March 26, 2026, Augusta Aviation Commission Meeting Agenda
B. February 26, 2026, Augusta Aviation Commission Meeting Minutes
C. February 2026 Statistics
D. Consent Items
    1. Director Action Requests – IV. A-E (Approved in Augusta Aviation Marketing & Construction Committee Meetings)

Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve amended March 26, 2026, Augusta Aviation Commission Meeting Agenda, February 26, 2026, Augusta Aviation Commission Meeting Minutes, February 2026 Statistics, and Consent Items.
No Discussion; Unanimous Ayes; Motion Carries

II. EMPLOYEE RECOGNITION – Catherine Highsmith

A. Risa Bingham Retirement

Commissioner Cioffi Point of Personal Privilege: DeAndre Davis – Run the Runway, very successful event & TSA Support / coordination during shutdown.

III. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Construction Committee Report – Commissioner Dan Troutman
Committee reports received as information.

IV. FINANCIALS - Risa Bingham

A. February Financials
Motion by Commissioner Barrett 2nd by Commissioner Harris to accept February Financial Report
No Discussion; Unanimous Ayes; Motion Carries

Commissioner Germany Point of Order: who will serve as the new appointment of DBE

V. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Band of Brothers Augusta / *Juneteenth Augusta Festival* – Lauren Smith
B. Augusta Regional Airport (AGS) – Phinizy Swamp Center for Water Sciences / *Swamp Soiree* – Lauren Smith
C. Augusta Regional Airport (AGS) – B-Mighty Enterprises / *Spa Party for Special Needs Girls 5-12* – Lauren Smith
D. Augusta Regional Airport (AGS) – CAT II – CO #2 – Construct Upgrades to Mark 1F Instrument Landing System (ILS) for Runway 35 – Elizabeth Giles
E. Augusta Regional Airport (AGS) – StandardAero Ramp Rehabilitation – Phase II – CO #1 to E.R. Snell Contracting, Inc. – Elizabeth Giles
F. Augusta Regional Airport (AGS) – Augusta Museum of History (AMH) Curatorial Coordination Agreement – Lauren Smith

Motion by Commissioner Sasser 2nd by Commissioner Dr. Larke to approve Augusta Museum of History (AMH) Curatorial Coordination Agreement
No Discussion; Unanimous Ayes; Motion Carries

G. Augusta Regional Airport (AGS) – Alliance of Therapy Dogs, Inc. for the Paws for Pax Program – Lauren Smith
Motion by Commissioner Dr. Larke 2nd by Commissioner Fennoy to approve Alliance of Therapy Dogs, Inc. for the Paws for Pax Program
No Discussion; Unanimous Ayes; Motion Carries

H. *Augusta Regional Airport (AGS) – 2026 Commercial Ground transportation Permit – Tyler Good*
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve 2026 Commercial Ground transportation Permit
No Discussion; Unanimous Ayes; Motion Carries

I. *Augusta Regional Airport (AGS) – 2026 Ground transportation Agreement with Turo, Inc. – Tyler Good*
Motion by Commissioner Harris 2nd by Commissioner Roland to approve 2026 Ground transportation Agreement with Turo, Inc.
Discussion; Unanimous Ayes; Motion Carries

VI. INFORMATION ITEMS

VII. EXECUTIVE SESSION

Motion by Commissioner Sasser 2nd by Commissioner Fennoy to begin Executive Session at 10:37am to discuss HR/Personnel. Requested to remain in Executive Session: Airport Legal Counsel, Mr. Robert Kerr, Ms. Lauren Smith, Ms. Catherine Highsmith.

Motion by Commissioner Fennoy 2nd by Commissioner Barrett to exit Executive Session at 11:04am.

VIII. COMMISSION COMMENTS / ACTION REQUESTS

A. Vote on proposed date(s) to schedule the Ordinance Update Workshop(s) via Commissioner roll call, with a majority vote required to approve a motion to schedule the workshop date(s). – Commissioner Ronic West
   i. April 30, 2026, directly following the conclusion of the April Augusta Aviation Commission Meeting for 2 hours (potentially 11:00am – 1:00pm)
   ii. May 4, 2026, 9:00am – 11:00am
   iii. May 7, 2026, 9:00am – 11:00am
   iv. May 21, 2026, 9:00am – 11:00am

B.

Commissioner	April 30, 2026 Yes/No/Abstain	May 4, 2026 Yes/No/Abstain	May 7, 2026 Yes/No/Abstain	May 21, 2026 Yes/No/Abstain
Ms. West				
Mr. Cioffi				
Mr. Fennoy				
Mr. Troutman				
Mr. Harris				
Mr. McKnight				
Mr. Barrett				
Dr. Larke				
Mr. Germany				
Mr. Sasser				

Ms. Roland				
Mr. Beman				

Commissioners present took a vote by show of hand to confirm we should have quorum for the regularly scheduled Augusta Aviation Commission Meeting April 30, 2026. Commissioner Troutman and Commissioner Dr. Larke are not available to attend this meeting.

Proposed Ordinance Update Workshop dates were voted on by voting "No" only, by show of hand, results as follows: April 30, 2026, majority No; May 4, 2026, 4 commissioners present are able to attend, May 7, 2026, 6 commissioners present are able to attend, May 21, 2026, 7 commissioners are able to attend. Commissioner Cioffi asked that the commissioners absent from the meeting be contacted directly for availability so the workshop can be scheduled.

GENERAL DISCUSSION

ADJOURN MEETING

Motion to adjourn by Commissioner Barrett 2nd by Commissioner Fennoy
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 11:18pm

_____ _____

Ronic West, Chairwoman Date
Augusta Aviation Commission

Public Services Committee Meeting

Meeting Date: April 14, 2026

ITB #25-258 – Big Oak Improvement Project (Vendor Approval)

Department:	Recreation & Parks Department
Presenter:	Tameka D. Williams
Caption:	To approve a contract with Attaway Construction and Associates, LLC for the construction of Phase I of the Big Oak Park Improvements Project (Bid Item #25-258) in the amount of $1,693,374.32.
Background:	Big Oak Park is an approved SPLOST 8 Park Improvements Project. The project scope includes construction of a new basketball court, installation of three pickleball courts, development of a walking trail, construction of a picnic pavilion with restrooms, installation of a fitness area, expansion of parking, and placement of benches and trash receptacles.
Analysis:	The project was advertised for bid on November 5, 2025, with the following results: (1) Attaway Construction and Associates, LLC – $2,283,368.36; (2) Contract Management Inc. – $2,723,646.65; and (3) Horizon Construction and Associates, Inc. – $2,997,042.00. The Engineer's estimate for the project was $1,824,000.00. Due to budget constraints, the project was value-engineered by the consultant and divided into two logical phases. Following negotiations, the lowest responsive bidder, Attaway Construction and Associates, LLC, agreed to construct Phase I for $1,693,374.32. Phase II will be completed at a later date upon identification of additional funding.
Financial Impact:	Adequate funding for Phase I is available within the SPLOST 8 budget for park improvements.
Alternatives:	A. Approve the contract with Attaway Construction and Associates, LLC for Phase I of the Big Oak Park Improvements Project in the amount of $1,693,374.32. B. Do not approve the contract and direct staff to either rebid the project or delay implementation until sufficient funding is identified for the full project scope, with the potential for increased costs due to market conditions.
Recommendation:	Approve the contract with Attaway Construction and Associates, LLC for Phase I of the Big Oak Park Improvements Project (Bid Item #25-258) in the amount of $1,693,374.32.
Funds are available in the following accounts:	GL 330-06-1110, JL 222-06-8701 & JL 222-00-0000 (Park Improvements)

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, November 5, 2025 @ 3:00 p.m.** via ZOOM **Meeting ID: 832 0030 3647; Passcode: 25258** for furnishing:

Bid Item #25-258 **Big Oak Park Improvements for Augusta, GA – Parks and Recreation Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Andy Penick, Procurement Director
Augusta, GA. Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be obtained through the office of the Augusta, Georgia website under the Procurement Department ARCBid, Euna OpenBids, and Georgia Procurement Registry. Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are $160.00.**

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 25, 2025. 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.

Pre-Bid Conference will be held on Monday, October 20, 2025 @ 2:00 p.m. via Zoom Meeting ID: 826 5581 4324; Passcode: 25258. Optional Site Visit will be held on Tuesday, October 21, 2025; please contact Frank Rost at (706) 796-5030 in advance.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, October 22, 2025 @ 5:00 P.M. No bid will be accepted by email; all bids must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

No 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. **A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

***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 waiveable 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. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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.

Correspondence must be submitted via mail or email as follows:

Augusta Procurement Department
Attn: Andy Penick, Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov

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

Andy Penick, Procurement Director

Publish:

Augusta Chronicle	September 25, 2025 and October 2, 9, 16, 2025
Metro Courier	September 25, 2025

Bid Opening: Bid Item #25-258 Big Oak Improvements Projects
for Augusta, GA - Recreation and Parks Department
Bid Date: Wednesday, November 5, 2025 @ 3:00 p.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 19
Total Electronic Notifications (Demandstar): 856
Georgia Procuement Registry:
Pre-Bid Conference Attendees:
Total Packages Submitted: 4
Total Non-Compliant: 1

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid	Alternate 1	MBE Goal
Lagniappe Development Company 1190 W. Shadburn Ave Buford, GA 30518	YES	YES	223281	YES	YES	$2,669,462.00	$55,357.50	NO
Horizon Constuction & Associates, Inc. PO Box 798 Evans, GA 30809	YES	YES	229921	YES	YES	$2,997,042.00	$40,260.00	YES
Contract Management 1829 Killingworth Road Augusta, GA 30904	YES	YES	225306	YES	YES	$2,723,646.65	$53,102.94	YES
Attaway Construction & Associates, LLC 3800 Park Lane Martinez, GA 30907	YES	YES	557631	YES	YES	$2,283,295.00	$61,295.00	YES

Augusta
GEORGIA
RECREATION & PARKS
2027 LUMPKIN ROAD
AUGUSTA, GA 30906

MEMORANDUM

TO: Andy Penick, Director - Procurement Department

FROM: Tameka D. Williams, Director - Recreation & Parks Department

DATE: April 2, 2026

SUBJECT: Recommendation of Award - Bid Item #25-258

The Recreation and Parks Department respectfully submits its recommendation of award for Bid Item #25-258, Big Oak Park Improvements Project. The project is a SPLOST 8–funded park improvement initiative that includes the construction of new recreational amenities, pedestrian infrastructure, and supporting facilities as outlined in the approved project scope.

The project was formally advertised for bid, and a total of four bids were received. Upon review, three bids were determined to be compliant with the solicitation requirements. The lowest responsive and responsible bidder is Attaway Construction and Associates, LLC.

The Engineer's estimate for the full project was $1,824,000.00. Due to budget constraints, the project scope was value engineered and divided into two phases. Following this process, Attaway Construction and Associates, LLC agreed to complete Phase I of the project for a negotiated amount of $1,693,374.32. Phase II will be deferred until additional funding is identified.

Sufficient funding for Phase I is available within the approved SPLOST 8 budget allocations for park improvements. Based on the bid results, compliance review, and negotiated scope, the Department recommends award to Attaway Construction and Associates, LLC for Phase I of the Big Oak Park Improvements Project in the amount of $1,693,374.32.

Tameka D. Williams, CPRP, CYSA
Director - Recreation & Parks
Phone (706) 796-5025 | Fax (706) 796-4099
Email: tdwilliams@augustaga.gov

Value Engineering List - REV 1

Big Oak Park Improvements

Augusta, GA

March 27, 2026

Item #		V.E. Item Values
1	Reduce Amount of Walking Trail & Fine Grading by 40%	$ (16,610.00)
2	Sports Courts: Remove CSB, maintain 6" GAB / 2" asphalt, virgin asphalt mix	$ (63,624.60)
3	Parking Lot: Remove CSB, reduce footprint by 50%, use the 6" GAB / 2" asphalt as shown, reduce line striping	$ (30,883.50)
4	Reduce Bollard Quantity to 4 Total	$ (9,900.00)
5	Remove Unit Pavers from Project & Use Concrete Instead	$ (3,402.00)
6	Remove Outdoor Fitness Area & Associated Rubber Surfacing	$ (67,054.93)
7	Remove Entire Airnasium Structure	$ (202,866.86)
8	Remove Airnasium Piers	$ (10,800.00)
9	Remove Rain Water Leader Discharge & Cleanouts	$ (5,000.00)
10	Change Restroom Shelter to Pole Barn Construction with steel trusses	$ (91,922.83)
11	Change Restroom Block to Split Face and Remove all Cast Stone. No CMU on Columns.	$ (9,210.00)
12	~~Remove pipe in bioretention swales - NOT ACCEPTED~~	~~$ (8,673.73)~~
13	Remove Bronze Plaque from Project	$ (6,600.00)
14	Reduce Number of Court Benches from 8 to 4	$ (10,750.96)
15		$ -
16		$ -
17		
18		$ -
		$ -

GRAND TOTAL ESTIMATED BUILDING COST REDUCTION ACCEPTED

Contractor's Original Estimate	**$**	**2,222,000.00**
Estimated Alternates/Cost Reductions Accepted		($528,625.68)
GRAND TOTAL - Revised Estimate w/ Value Engineering Options	$	1,693,374.32

Augusta Blueprint & Microfilm, Inc

#25-258 Big Oak Park Improvements for Augusta, GA - Parks and Recreation Department

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Yellowstone Landscape				X	702 McKnight Industrial Blvd Augusta, GA 30907 wwest@yellwostonelandscape.com	706-231-5084	
2	Contract Management, Inc.				X	1829 Killingsworth Road Augusta, GA 30904 Gregory Williams	706-667-9033	
3	Construct Connect				X	3825 Edwards Road, Suite 800 Cinncinnasti, OH 45209 maria.thurman@constructionconnect.com	514-458-5940	
4	SD Clifton Construction, Inc				X	4324 Wheeler Road Augusta, GA 30907 diane@sdclifton.com	706-306-7794	706-731-0978
5	Attaway Construction Company				X	3800 Park Lane Martinez, GA 30907 jonathan@attawayconstruction.com	706-868-4000	706-868-4400
6	Lagniappe Development Co., Inc				X	1190 W. Shadburn Ave. Buford, GA 30518 bids@lagniappedev.com	770-526-3085	855-420-6031
7	Horizon Construction & Associates				X	P.O. Box 798 Evans, GA 30809 ccrawford@horizonaug.com	706-719-5003	
8	Tri Scapes, LLC				X	1595 Peachtree Parkway Suite 204 Cumming, GA 30041 angel@triscapes.com	770-752-4698	770-752-6792

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Planholders

Add Supplier | Export To Excel

Supplier (19)

Supplier	Download Date
Adam Boyd Bobcat Service Inc	09/29/2025
Bliss Products & Services, Inc.	09/26/2025
Brogan Development	10/17/2025
Clayton Development Group	10/20/2025
Clean U Right LLC	09/25/2025
Dodge Data	09/25/2025
Elite Elevators, LLC	09/26/2025
H & H Concrete Finishing	09/30/2025
Limitless Concrete & Works Inc.	09/26/2025
Moon Meeks & Associates, Inc.	09/25/2025
Nandina Inc.	09/29/2025
Onvia, Inc. - Content Department	09/25/2025
Playworx Playsets	09/29/2025
Ranger Construction	09/26/2025
SMW Security & Surveillance LLC	10/06/2025

1 2

Showing 1-15 of 19

Add Supplier

Supplier Details

Supplier Name	Adam Boyd Bobcat Service Inc
Contact Name	Danielle Boyd

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

Email	Absincfl@gmail.com
Phone Number	813-967-3886
Self Declarations	Small Business, Woman Owned

Documents

Filename	Type	Action
25-258_ITB	Bid Document / Specifications	View History
25-258_ADD1	Addendum	View History

CONTRACT MANAGEMENT
1829 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

KUHLKE CONSTRUCTION
3704 BENCHMARK DR.
AUGUSTA, GA 30909

R.W. ALLEN LLC
1015 BROAD STREET
AUGUSTA, GA 30901

ALLEN BATCHELOR CONSTRUCTION
1063 FRANKE INDUSTRIAL BLVD
AUGUSTA, GA 30909

RCN CONSTRUCTION
1115 FRANKE INDUSTRIAL BLVD.
AUGUSTA, GA 30909

R.D BROWN CONSTRUCTION
410 CAROLINA SPRINGS ROAD
NORTH AUGUSTA, SC 29841

SPRATLIN & SON CONSTRUCTION
P.O. BOX 66
139 N. PEACHTREE STREET
LINCOLNTON, GA 30817

BLOUNT'S COMPLETE HOME
2907 TOBACCO ROAD #C
HEPHZIBAH, GA 30815

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
P. O. BOX 2570
EVANS, GA 30809

ATTAWAY CONSTRUCTION
ATTN: MELISSA TYLER
4234 WHEELER ROAD
MARTINEZ, GA 30907

SOMMERS CONSTRUCTION COMPANY
632 SOUTH OLD BELAIR ROAD
GROVETOWN, GA 30813

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVE
AUGUSTA, GA 30904

AKINS GENERAL CONTRACTORS
PO BOX 941
520 PARK AVENUE
STATESBORO, GA 30458

S. D. CLIFTON CONSTRUCTION
4324 WHEELER ROAD
AUGUSTA, GA 30907

DABBS-WILLIAMS GC
ATTN JAY JAMES
319 S WALNUT STREET
STATESBORO GA 30459

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

IMPACT ROOFING & CONSTRUCTION
453 COLUMBIA INDUSTRIAL BLVD.
SUITE 5
EVANS, GA 30809

ACC CONSTRUCTION CO
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

PEACH CONTRACTING
3127 DAMASCUS ROAD
AUGUSTA, GA 30909

BOWLES CONSTRUCTION, INC.
2112 HIGHLAND AVE.
AUGUSTA, GA 30904

AUGUSTA REMODELING & CONSTRUCTION
3876 WRIGHTSBORO RD.
AUGUSTA, GA 30909

S AND S WIDNER CONTRACTORS
4106 COLBEN BLVD STE 101
EVANS, GA 30809

GREEN & GREEN CONSTRUCTION
2703 PEACH ORCHARD RD
AUGUSTA, GA 30906

MCKNIGHT CONSTRUCTION CO INC
635 NW FRONTAGE ROAD
AUGUSTA, GA 30907

TAMEKA WILLIAMS
AUGUSTA PARKS & RECREATION

FRANK ROST
AUGUSTA PARKS & RECREATION

YOLANDA JACKSON
AUGUSTA COMPLIANCE DEPT.

BID ITEM #25-258
BIG OAK IMPROVEMENTS – FOR PARKS AND RECREATION DEPARTMENT
MAILED: THURS., 09/25/2025

BID ITEM #25-258
BIG OAK IMPROVEMENTS – FOR PARKS AND RECREATION DEPARTMENT
DUE: WED., 11/05/25 @ 3:00 P.M.

PAGE 1 OF 1

Public Services Committee Meeting

April 14, 2026

Alcohol License

Department:	Planning & Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-17: Existing Location, New Ownership: Ritu Sharma is the applicant for QuickPik Convenience LLC requesting Retail Package Beer and Wine located at 2940 Inwood Drive**,** Hephzibah GA 30815. District 4, Super District 9
Background:	Existing location, new ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
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 applicant's 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

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 26-17

Application Type: Retail Package Beer and Wine – Exiting Location, New Ownership

Business Name: QuickPik Convenience LLC

Hearing Date: April 14, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

---

Applicant: Ritu Sharma

Property Owner: AAvenue Augusta LLC

Address of Property: 2940 Inwood Drive

Tax Parcel #: 106-0-013-01-0

Commission Districts: District 4,
Super District 9



ANALYSIS:
Location Restrictions:

- **Zoning:** B2
- **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 in 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 $1,330.00

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 reserves 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 03/05/2026 jp

Augusta GEORGIA Planning & Development



Alcohol License Number (Office Use Only): LCB2026000294

Alcohol Beverage Application

Business Legal Name: QuickPik Convenience 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: 2940 Inwood Dr Hephzibah GA 30815
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 106-0-013-01-0 Zoning: B2

Business Phone: (706) 4146396 Home Phone: ( ) _____

Applicant Name: Ritu Sharma

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: none

Location Manager(s): 1. Harish Sharma

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 8/27/2024

Mailing Address:

Name of Business: QuickPik

Attention: Ritu Sharma

Address: 2940 Inwood Dr

City/State/Zip: HephZipbah, HA 30815

Ownership Type: ☑ Corporation ☐ Partnership ☐ Individual

Corporate Name: QuickPik Convenience LLC

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

Name	Position	SSNO #	Address	Interest
AYYAPPAN PONNAIYAN	MEMBER	[redacted]	943 ROLLO DOMINO CIR EVANS GA 30809	12.5%
SASIREKA AYYAPPAN	MEMBER	[redacted]	943 ROLLO DOMINO CIR EVANS GA 30809	12.5%
RITU SHARMA	MEMBER	[redacted]	824 ROLLO DOMINO CIR EVANS GA 30809	75%

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: $ 1330 Prorated License Fee (After July 1 ONLY: $ 6665

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.

Nuvana holdings LLC

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

vivi ~~Ventures~~ LLC owns 25% Membership in QuickPik Convenience LLC

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: change of ownership
B) Library: change of ownership
C) School change of ownership
D) Public Recreation: change of ownership

State of Georgia, Augusta-Richmond County, I, RITU SHARMA,
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 Ritu Sharma 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 17 day of February, in the year 2026.

HEATHER STUBBLEFIELD NOTARY PUBLIC RICHMOND COUNTY, GA Comm. Exp. 04/21/29

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

April 14, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-19: Existing Location, New Ownership: Shaquan Gardner, applicant for SSH DT Augusta LLC, is requesting a license for Consumption on premise Liquor, Beer, and Wine with Sunday Sales**.** This location is at 2651 Perimeter Parkway Augusta GA 30909. District 3, Super District 10
Background:	Existing location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $5,610.00
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

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 26-19

Application Type: Existing Location, New Ownership -Consumption on Premise Liquor, Beer, and Wine with Sunday Sales

Business Name: SSH DT Augusta LLC

Hearing Date: April 14, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

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Applicant: Shaquan Gardner

Property Owner: Augusta Hotel Property 2 LLC

Address of Property: 2651 Perimeter Pkwy

Tax Parcel #: 023-0-344-00-0

Commission Districts: District 3, Super District 10



ANALYSIS:
Location Restrictions:

- **Zoning:** General Business, 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 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 in 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 $5,610.00

RECOMMENDATION:

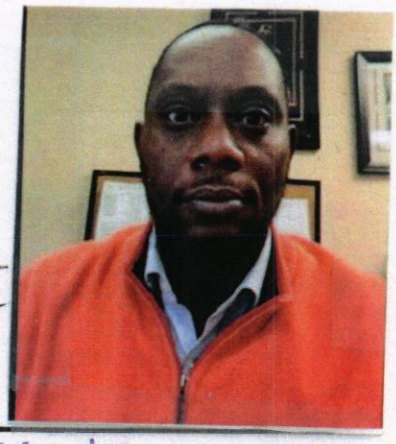
Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

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 reserves the right to make an oral recommendation at the hearing based on all information available at that time.

ORIGINAL

RECEIVED 03/24/2026 jw



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 Number (Office Use Only): LCB2026000147

AN 26-19

Alcohol Beverage Application

Business Legal Name: SSH DT Augusta 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: 2651 Perimeter Parkway, Augusta, GA 30909
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 023-0-344-00-0 Zoning: B-2

Business Phone: (401) 865-6901 Home Phone: ( ) _____

Applicant Name: Shaquan L. Gardner on behalf of SSH DT Augusta LLC

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

Applicant's Social Security: ***-**-7266 Date of Birth: [redacted]

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

Location Manager(s): 1. Shaquan L. Gardner

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 11/19/2025

Mailing Address:

Name of Business: SSH DT Augusta LLC

Attention: _____

Address: 333 Westminster Street, Suite 4

City/State/Zip: Providence, RI 02903

Ownership Type: ☐ Corporation ☐ Partnership ☐ Individual X LLC

Corporate Name: SSH DT Augusta LLC

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

Name	Position	SSNO #	Address	Interest
Please see attached Exhibit "A"				

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

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

Total License Fee: $ 5610 Prorated License Fee (After July 1 ONLY: $ 2805

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: SLG

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.
Augusta Hotel Property 2 LLC

List the name and other required information for each person, firm or corporation having any interest in the business.
Please see attached Exhibit "A"

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: N/A - Change of Ownership
C) School
B) Library:
D) Public Recreation:

State of Georgia, Augusta-Richmond County, I, Shaquan L. Gardner, 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 Shaquan L. Gardner 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 31 day of December, in the year 2025.

Notary Public

DAWN COWAN NOTARY PUBLIC COLUMBIA COUNTY, GA My Commission Expires May 12, 2026

Office Use Only

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

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

Administrator Date

Public Services Committee Meeting

April 14, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-20: Existing Location, adding wine- Voncellies Allen is the applicant for Status Bar & Lounge, requesting to add consumption on premise wine to his existing consumption on premise liquor and beer license. This is located at 3054 Damascus Road, Augusta GA 30909. District 2, Super District 9
Background:	Existing Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $4,365.00 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. 26-20

Application Type: Consumption on Premises adding wine to an existing Liquor and Beer License (Full-Service Restaurant)

Business Name: Status Bar & Lounge

Hearing Date: April 14, 2026

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

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Applicant: Voncellies Allen

Property Owner: Voncellies Allen

Address of Property: 3054 Damascus Road

Tax Parcel #: 056-1-017-01-0

Commission Districts: District 2,
Super District 9



ANALYSIS:
Location Restrictions:

- **Zoning:** General Business, 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 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 $4,365.00

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.

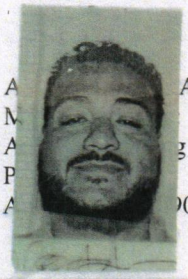
ORIGINAL

RECEIVED 03/26/2026

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

Augusta GEORGIA 1736 Planning & Development

A Application
M
A g & Development
P
A 906



Alcohol License Number (Office Use Only): LCB 20130001572 AN26-20

Alcohol Beverage Application

Business Legal Name: Status Bar + Lounge
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: 3054 Damascus Rd Augusta GA 30909
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 056-1-017-01-0 Zoning: B2

Business Phone: (706) 4953100 Home Phone: ( ) _____

Applicant Name: Voncellies Allen

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: _____

Location Manager(s): 1. _____

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: _____

Attention: _____

Address: _____

City/State/Zip: _____

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
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.
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	Current ✓	Current ✓	✓		
Wholesale					

Total License Fee: $ 4365 Prorated License Fee (After July 1 ONLY: $ 2182.50

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.

_____

_____

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

_____

_____

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, _____, 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 26th day of March, in the year 2026.

JENNIFER AUSTIN NOTARY PUBLIC RICHMOND COUNTY, GA EXP JULY 31, 2026

Office Use Only

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

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

_____ _____
Administrator Date

Administrative Services Committee Meeting

Meeting Date:

2026 Bid #25-151: Utilities-Construction – Service Truck, Enclosed Utility Style

Department: Central Services – Fleet Management

Presenter: Horace Green; Central Services Director

Caption: Motion to approve bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department.

Background: The Utilities Department is requesting the following dome trucks to be replaced that have met the replacement criteria and surpassed life expectancy:

Current Asset	Mileage	Maintenance Cost	New Asset	Ring Power Corp.
208035, 2008 Ford F450	139,996	$ 27,296.52	2026 Ford F550	$138,108.00
208153, 2008 Ford F450	98,440	$ 74,911.54	2026 Ford F550	$138,108.00
210135, 2011 Ford F550	129,303	$ 54,566.85	2026 Ford F550	$138,108.00
210136, 2011 Ford F550	109,742	$ 87,904.98	2026 Ford F550	$138,108.00
211076, 2012 Ford F550	107,033	$ 57,891.12	2026 Ford F550	$138,108.00
Total Cost for Replacements				**$690,540.00**

Dome trucks are utilized to transport crews, equipment, and secure tools, traffic control equipment, safety supplies and other field materials for various jobs from rain, heat and debris. The lockable compartments minimize the risk of theft or loss of equipment. The specialized truck will support multiple functions including electrical maintenance, water/sewer repairs, and public works activities, making it a valuable shared resource.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for a 2025/2026 Service Truck Enclosed Utility Style. Invitations to bid were sent to 21 vendors and only two responsive bids were received. Based on the two proposals received, Ring Power Corporation is the only compliant vendor for the diesel truck at a total cost of $138,108 for each truck, with an estimated delivery timeframe of 365 days from the date of purchase.

Financial Impact: Funding in the amount of $690,540 is available utilizing account numbers:

- 506-04-3410/54-22510 & 506-04-3430/54-22510

Alternatives: (1) Approve (2) Do not approve

Recommendation: Motion to approve bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department.

Funds are available in the following accounts: 506-04-3410/54-22510 & 506-04-3430/54-22510

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, March 7, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 835 1894 0380; Passcode: 749203** for furnishing:

Bid Item #25-144	**2025/2026 Vacuum Truck Direct Purchase for Augusta, GA – Central Services Department – Fleet Management**
Bid Item #25-151	**2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA – Central Services Department – Fleet Management**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, February 21, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No 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. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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.

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

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

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	January 30, 2025 and February 6, 13, 20, 2025
Metro Courier	January 30, 2025

Augusta GEORGIA

Bid Opening: Bid Item #25-151 2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA-Central Services Department/Fleet Management
Bid Due: Friday, March 7, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 33
GA Procurement Registry: 272
Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	RING POWER CORPORATION 500 WORLD COMMERCE PARKWAY ST. AUGUSTINE, FL 32092	HERLONG FORD, INC. 775 AUGUSTA ROAD EDGEFILED, SC 29824
Attachment B	YES	YES
Addendum 1	YES	YES
E-Verify Number	402904	528025
SAVE Form	YES	YES
Exceptions	YES	YES
5.00 Chassis Requirements:		
5.01 Full-size truck, equipped	$72,044.00	$62,922.00
5.02 Full-size truck,equipped	$82,987.00	N/A
5.03 Heavy duty cooling package	INCLUDED	NO BID
5.04 Heavy duty electrical package	INCLUDED	NO BID
5.05 Heavy duty suspension pkg.	INCLUDED	$285.00
5.06 Trailer Tow Mirrors	INCLUDED	INCLUDED
5.07 Heavy duty Tow Package	INCLUDED	$627.00
5.08 Backup camera	INCLUDED	$546.00
5.09 Roof clearance lights	INCLUDED	INCLUDED
5.10 Black Platform Running Boards	INCLUDED	$418.00
5.11 Heavy duty Mats	INCLUDED	$200.00
5.12 Extra Set of Keys with Remote (3 Total)	INCLUDED	$900.00
5.13 Delivery Charge	INCLUDED	$150.00 PER VEHICLE
5.14 Initial Operator Fam Training	INCLUDED	INCLUDED

Bid Opening: Bid Item #25-151 2025/2026 Service Truck, Enclosed Utility Style
for Augusta, GA-Central Services Department/Fleet Management
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VENDORS	RING POWER CORPORATION 500 WORLD COMMERCE PARKWAY ST. AUGUSTINE, FL 32092	HERLONG FORD, INC. 775 AUGUSTA ROAD EDGEFILED, SC 29824
6.00 Outfitter's Speciality Items:		
6.01 Fire Extinguisher	INCLUDED	$85.00
6.02 Outlet Receptacle	INCLUDED	$241.00
6.03 Electric Brake Controller	INCLUDED	$257.00
6.04 Service Body	$51,110.00	$19,337.00
6.05 J-hook railng for utility service body	INCLUDED	$529.00
6.06 Panel Top for Utility Service Body	INCLUDED	$15,138.00
6.07 Cargo Tie Downs	INCLUDED	$557.00
6.08 Grab Handles	INCLUDED	$195.00
6.09 Service Body bumper	INCLUDED	INCLUDED
6.10 Spotlights	INCLUDED	$2504.00 PER PAIR
6.11 Trailer wiring	INCLUDED	$101.00
6.12 Pintle Hook	INCLUDED	$231.00
6.13 Pipe vise	INCLUDED	$210.00
6.14 Spot mirrors	INCLUDED	$542.00
6.15 Window tint	INCLUDED	$200.00
6.16 Safety Cones	INCLUDED	$186.00
6.17 Master Bar Locking System for Compartments	INCLUDED	INCLUDED
6.18 Steel Drawer System	INCLUDED	$1,275.00
6.19 Tool box Option	INCLUDED	$2,370.00
6.20 Cable Steps in Rear	INCLUDED	$1766.00 PER PAIR

Bid Opening: Bid Item #25-151 2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA-Central Services Department/Fleet Management
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VENDORS	RING POWER CORPORATION 500 WORLD COMMERCE PARKWAY ST. AUGUSTINE, FL 32092	HERLONG FORD, INC. 775 AUGUSTA ROAD EDGEFILED, SC 29824
7.00 Alert Warning Systems:		
7.01 Backup alarm	INCLUDED	$99.00
7.02 Magnetic LED Light	INCLUDED	$563.00
7.03 LED top mount light	INCLUDED	$736.00
7.04 Traffic advisor light bar	INCLUDED	$2,931.00
Service Truck, Enclosed Utility Style:		
Year	2025/2026	2025
Make	FORD	FORD
Model	F550	F550 CREW CAB/CHASSIS
Approximate Delivery Time	365 DAYS ARO	31st AUGUST 2025

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager
2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

D White 3/21/25

MEMORANDUM

TO: **Darrell White, Interim Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **March 19, 2025**

SUBJECT: **Recommendation Memo for Bid #25-151 2025/2026 Service Truck, Enclosed Utility Style**

On May 7, 2025, two proposals were received for bid #25-151, 2025/2026 Service Truck, Enclosed Utility Style. Fleet Management recommends awarding Ring Power Corporation for the purchase of three units at $134,097 each, totaling $402,291.00.

Ring Power Corporation was the only vendor to provide a proposal for the diesel option. The department provided justification as to why the diesel engine option is more feasible for the day to day operations than the gasoline option. Diesel engines have significant advantages to include but not limitless to being more fuel efficient, having torque and power for heavy loads and providing a longer lifespan than gasoline engines. The funds are available in account #506-04-410/54-22910.

Thank you for your assistance. Feel free to contact Fleet Management with any questions or concerns.

RL/kb

MAR 21 '25 PM 1:30

Augusta GEORGIA

Bid Opening: Bid Item #25-151 2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA-Central Services Department/Fleet Management
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Attachment B	YES	YES
Addendum 1	YES	YES
E-Verify Number	402904	528025
SAVE Form	YES	YES
Exceptions	YES	YES
5.00 Chassis Requirements:		
5.01 Full-size truck, equipped	$72,044.00	$62,922.00
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Augusta GEORGIA

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Augusta GEORGIA

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7.04 Traffic advisor light bar	INCLUDED	$2,931.00
Service Truck, Enclosed Utility Style:		
Year	2025/2026	2025
Make	FORD	FORD
Model	F550	F550 CREW CAB/CHASSIS
Approximate Delivery Time	365 DAYS ARO	31st AUGUST 2025

Katie Cornelius

From: Anthony Arcuri
Sent: Tuesday, March 18, 2025 12:36 PM
To: Kaycee Braswell; Kelsey Henderson
Cc: Tess T. Thompson; Steve Little; Wes Byne; Laquona Sanderson
Subject: RE: Bid #25-151

Hi Kaycee,

Below is the justification requested on the F550 crew trucks.

Justification for Selecting the Diesel Engine Crew Truck over a Gasoline Engine Crew Truck

I am writing to present a justification for selecting a diesel engine truck over a gasoline engine truck for our [specific project, fleet, or operational purpose]. After careful analysis, I believe that opting for a diesel engine truck will offer significant advantages, particularly in the areas of fuel efficiency, operational costs, and long-term durability. Below are the key reasons for this recommendation:

1. Fuel Efficiency and Cost-Effectiveness
Diesel engines are generally more fuel-efficient than gasoline engines, offering better fuel mileage per gallon of fuel. This translates to a reduced frequency of refueling and lower overall fuel costs, which can significantly impact operational expenses, especially for long-distance or heavy-duty transportation needs. The cost savings from improved fuel efficiency will provide a strong return on investment over time.

2. Torque and Power for Heavy Loads
Diesel engines produce more torque at lower RPMs compared to gasoline engines, making them better suited for heavy-duty tasks such as hauling and transporting large loads. This enhanced power output ensures that the truck performs optimally, even under challenging driving conditions and when carrying substantial weight.

3. Durability and Longevity
Diesel engines are known for their durability and longer lifespan compared to gasoline engines. They are built to withstand higher compression, which generally results in a longer service life when properly maintained. This longevity reduces the frequency of vehicle replacements, offering greater value over time. In industries where trucks are used for demanding tasks, the robustness of a diesel engine is an invaluable asset.

4. Lower Carbon Emissions
Modern diesel engines are equipped with advanced emission control technologies, such as selective catalytic reduction (SCR) and diesel particulate filters (DPF). These systems reduce harmful emissions, ensuring compliance with increasingly stringent environmental regulations. Furthermore, the greater fuel efficiency of diesel engines means that, per mile driven, they tend to emit less CO2 than their gasoline counterparts.

5. Higher Resale Value
Diesel trucks often maintain a higher resale value than gasoline trucks due to their durability and strong demand in commercial transportation markets. This higher resale value can significantly offset initial costs and contribute to overall cost savings in the long run.

6. Better Performance in Various Environments
Diesel engines are more versatile in different weather and terrain conditions, particularly in cold climates, where gasoline engines may struggle with performance. Additionally, the higher torque makes diesel engines more effective in off-road or rugged environments.

7. Crew Familiarity
There is also the fact that these are the vehicles we currently operating with. Crews making the mistake of putting diesel in a gas engine out of habit would be catastrophic.

Given these points, it is evident that a diesel engine truck would offer superior performance, cost efficiency, and long-term reliability compared to a gasoline engine truck. I believe that this investment will help optimize our operations and improve the bottom line for Augusta Utilities.

Please feel free to reach out if you require any additional information or have any questions regarding this justification.

Thank you,

Tony Arcuri
Asset Protection Coordinator
Augusta Utilities
706-533-9311
AARCURI@augustaga.gov

From: Kaycee Braswell <KBraswell@augustaga.gov>
Sent: Wednesday, March 12, 2025 1:39 PM
To: Kelsey Henderson <KHenderson@augustaga.gov>; Anthony Arcuri <AArcuri@augustaga.gov>
Cc: Tess T. Thompson <TThompson@augustaga.gov>; Steve Little <slittle@augustaga.gov>; Wes Byne <WByne@augustaga.gov>; Laquona Sanderson <LSanderson@augustaga.gov>
Subject: Bid #25-151

Good Afternoon,

Fleet has received the vendor bids back for bid #25-151, 2025-2026 Dome Style, Service Truck. Attached are the vendors proposals and each vendor exceptions. Herlong Ford did not list a Diesel engine option. Also, let Fleet Management know how to proceed.

Kaycee Braswell l Fleet Operations Specialist
Augusta – Richmond County l Central Services Department
1568 Broad St Bldg. C l Augusta, Georgia 30901
(p) 706-821-2894 l (c) 762-622-0744
kbraswell@augustaga.gov l www.augustaga.gov

Augusta GEORGIA

Procurement Department

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

LETTER OF INTENT TO PURCHASE VEHICLE FROM RING POWER CORPORATION

This letter of intent dated, **March 11, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase vehicles for the below listed Departments, utilizing:

Bid #25-251 2025/2026 Service Truck

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

1. **Buyer**: Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller**: Ring Power Corporation
   500 World Commerce Parkway, St. Augustine, FL 32092
3. **Total Vehicles Total Purchase Price**: $691,540.00
4. **Source**: Bid #25-251 2025/2026 Service Truck

The following replacement vehicles to be purchased for the Utilities Department:

Current Asset	Mileage	Maintenance Cost	New Aset	Price
208035, 2008 Ford F450	139996	$27,296.52	2026 Ford F550	$138,108.00
208153, 2008 Ford F450	98440	$74,911.54	2026 Ford F550	$138,108.00
210135, 2011 Ford F550	129303	$54,566.84	2026 Ford F550	$138,108.00
210136, 2001 Ford 550	109742	$87,904.98	2026 Ford F550	$138,108.00
211076, 2012 Ford F550	107033	$57,891.12	2026 Ford F550	$138,108.00
Total Cost for Replacements				$690,540.00

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

Sincerely,

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

Attachments: Vehicle Purchase Price /Specifications/Quotes

Kaycee Gordy

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Friday, March 6, 2026 11:17 AM
To: Nancy M. Williams
Cc: Kaycee Gordy; Laquona Porter
Subject: [EXTERNAL] Re: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Hello Nancy,

If we are able to receive a Letter Of Intent from you, we can move forward with this opportunity and lock in pricing until we receive the PO from you. Please confirm when we will receive the PO from you so I can let our team know.

Thank you!

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291
Click to view our Product Guide



From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Friday, March 6, 2026 11:08 AM
To: Preston Wallin <Preston.Wallin@ringpower.com>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

CAUTION [EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The next available date for our Commission approval is March 31st.

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Friday, March 6, 2026 8:19 AM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: [EXTERNAL] Re: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Good morning Nancy,

Thank you for reaching out about this opportunity!

I had a question regarding the timeline of when we could receive a Purchase Order (PO) for this opportunity. Would it be late April or sooner? Once I can get a better idea of the timeline, I will see what we can do on our end to hold pricing.

Thank you,

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291
Click to view our Product Guide



From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Thursday, March 5, 2026 9:08 PM
To: Preston Wallin <preston.wallin@ringpower.com>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

CAUTION [EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please confirm that you will honor the prices as submitted in our bid for 25-151. We have attached a copy of your original submittal. The department has stated that they are ready to submit the item for award. Please respond no later than Monday, March 9, 2026. Please contact the Procurement Department with any questions in reference to this request.

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901
(P) 706-821-2888
(C) 706-564-8896

From: Kaycee Gordy <KGordy@augustaga.gov>
Sent: Tuesday, February 17, 2026 12:51 PM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Laquona Porter <lporter@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: FW: [EXTERNAL] Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Nancy,

The vendor has agreed to hold the pricing on bid #25-151 to place additional units requested by Utilities for 2026. Please let Fleet know if we can move forward with the purchases. Thank you.

Kaycee Gordy l Fleet Operations Specialist
Augusta – Richmond County l Central Services Department
1568 Broad St Bldg. C l Augusta, Georgia 30901
(p) 706-821-2894 l (c) 762-622-0744
kgordy@augustaga.gov l www.augustaga.gov

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Tuesday, February 17, 2026 11:19 AM
To: Laquona Porter <lporter@augustaga.gov>; Kaycee Gordy <KGordy@augustaga.gov>
Subject: [EXTERNAL] Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Hello LaQuona and Kaycee,

Please see the attached quote and specifications for the Ford F-550 Enclosed Body style unit. I am able to hold the price per unit from the last three that are set to be complete and delivered to you soon (we have a separate email chain currently going on for the other three units). If we are able to get a PO from you in the next few weeks, the lead time for completion for four units is estimated to be September 2026.

Please let me know if I can help with anything further at this time.

Thank you,

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291

Click to view our Product Guide



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AED:104.1

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

Quotation

Page 1 of 5

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Preston Wallin
Cell – (770) 771-7300

04/25/2025

Quote Number: 86700397

City of Augusta

Bid # 25-151 2025/2026 Service Truck, Enclosed Utility Style

Ford F550 4x2 Crew Cab 84CA (Diesel)

DESCRIPTION	DESCRIPTION
F550 4X2 CREW CHAS CAB DRW/203	120V/400W OUTLET
203 INCH WHEELBASE	TRAILER BRAKE CONTROLLER
OXFORD WHITE	HIGH CAPACITY TRAILER TOW PKG
VINYL 40/20/40 SEATS	40 GAL AFT OF AXLE FUEL TNK
MEDIUM DARK SLATE	350 AMP ALTERNATOR
PREFERRED EQUIPMENT PKG.660A	EXTRA HEAVY DUTY FRONT END SUS
.XL TRIM	PAYLOAD PLUS PACKAGE
.AIR CONDITIONING -- CFC FREE	REMARKS TRAILER
.AM/FM STEREO MP3/CLK	DUAL BATTERY
6.7L POWER STROKE V8 DIESEL	REAR VIEW CAMERA & PREP KIT
10-SPEED AUTO TORQSHIFT	19500# GVWR PACKAGE
225/70R19.5G BSW ALL POSITION	50 STATE EMISSIONS
4.30 RATIO LIMITED SLIP AXLE	
FORD FLEET SPECIAL ADJUSTMENT	
FLEET ADVERTISING CREDIT	
FRONT LICENSE PLATE BRACKET	
PLATFORM RUNNING BOARDS	

Dakota Bodies LLC.
134 Inches Long x 40 Inches High x ,94 Inches Wide
Chassis Cab to Axle (CA) of 84 Inches

Body Dimensions:

134	Inches - Body Length
94	Inches - Body Width
84	Inches - Chassis C/A
40	Inches - Compartment Height
22.25	Inches - Compartment Depth
49.5	Inches - Load Space Width
24	Inches - Top of Body to Top of Floor Dimension
18	Inches - Horizontal Compartment Height
None	Inches - Wheel Box Height

Body Materials:

16 ga Galvanneal	- Main Body Material
14 ga Galvanneal	- Compartment Tops Material
14 ga Galvanneal	- Wheel Panels Material
	- Dual fill cutouts
14 ga Galvanneal	- Front Bulkhead Material
NON-sliding front window in bulkhead	
18 ga Galvanized	- Shelving Material
Adjustable on Single Unistrut	- Shelving Mounting Style

Door Materials:

Standard, Double Panel	- Door Type
18 ga Galvanneal	- Inner Door Material
18 ga Galvanneal	- Outer Door Material
Stainless Steel Rod & Socket	- Door Hinge Style
5/16" Stainless Steel	- Door Rod Material
Gas Cylinder	- Vertical Door Holder Option
Chain	- Horizontal Door Holder Option
Single Point Whaletail (#31405) door latches	- Latch Type
Keyed Alike	- Lock Type

Floor and Understructure:

12 ga (.109) 4-Way Treadplate	- Bed Area Floor Material
Standard	- Body Frame Style
Formed	- Body Frame Material
6 Inch	- Body Frame Height

Accessories:
- Polished Cast Aluminum fenderettes (PN# 31346) (Installed with Cut-outs)
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners (Installed)
- Aluminum fuel cup for Gas or Diesel (PN# 31164)
- Masterlock - One (1) padlockable handle at the rear of side packs on each side. Hook and loop system for each door.

D-Ring Tie Down - Set of six (6)
- Galvanized D-Rings, surface mounted, bolted through floor.

Paint:
- Powdercoat Complete; Interior and Exterior, DB White
- Bumper and riser to be Powder Coated with "Black Lava" powder.

- Raptor liner applied to cargo area floor, bed area walls, interior of bulkhead, inside and top of tailgate
- LED rope lights installed on canopy interior
- Rubberized protective Undercoat

Streetside Compartmentation:

1st Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

2nd Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Horizontal Compartment:
50" Wide x 18" High x 22.25" Deep Compartment
- Vacant/Open Compartment

Rear Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- One (1) Adjustable Shelf
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Curbside Compartmentation:

1st Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Three (3) 3" high, full width materials drawers
- One (1) 4" high, full width materials drawer
- One (1) 5" high, full width materials drawer
- One (1) 6" high, full width materials drawer
- Aluminum drawer shell
- 250 Lbs capacity roller bearing slides

2nd Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Horizontal Compartment:
50" Wide x 18" High x 22.25" Deep Compartment
- Vacant/Open Compartment

Rear Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- One (1) Adjustable Shelf
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Superstructure:
- Interior minimum clear height is 72 Inches
- 14 gauge galvanneal sides
- Bottom sill of door opening to be 12 gauge galvanneal
- There shall be Five (5) welded on hat stiffeners installed on roof of

superstructure
- Two (2) no powered roof vents - installed

Streetside:
- One (1) Fixed Shelf above the Streetside compartment top evenly spaced with 2" lips
- 2" Lip full length on Body Compartment Top - To be used as shelf
- One (1) Drop Down Double Panel Rear Access Door to SS Shelf
- Single Point Chrome Whale Tail Latch
- Stud mounted latches have hidden fasteners inside the door
- Rubber Bumper below Door on Body

Curbside:
- One (1) Fixed Shelf above the Curbside compartment top evenly spaced with 2" lips
- 2" Lip full length on Body Compartment Top - To be used as shelf
- One (1) Drop Down Double Panel Rear Access Door to CS Shelf
- Single Point Chrome Whale Tail Latch
- Stud mounted latches have hidden fasteners inside the door
- Rubber Bumper below Door on Body

- Rear Access Door for Superstructure.
- Aluminum Roll-up rear access door
- Manual Security Lock
- Sill Plate with Dam
- Pull Strap
- Brushed Texture Finish

Service Body Lighting: Surface mounted at rear of side packs (Installed)
- PN 31328 Rear Brake Light installed on top of superstructure
- Light Guards in Rear Compartments
- Two (2) Red surface mounted LED S/T/T and Reverse combination lights (PN# 31410) - One each side
- Two (2) Front marker lamps, Amber LED 3/4" button lights (PN#31403)
- Wired to Rear Clearance Light Circuit
- Two (2) Side marker lamps, Red LED 3/4" button lights (PN# 31402)
- Two (2) Rear marker lamps, Red LED 3/4" button lights (PN# 31402)
- Three (3) center light cluster, Red LED 3/4" button lights (PN# 31402)
- Two (2) side Red reflectors (PN# 31212).
- Wiring harness (PN#30999) . Optional adapter will need to be selected for chassis "Plug and Play".

Bumper:
- "Crash Zone" Style recessed rear bumper.
- Two (2) License plate lights installed in bumper - (PN# 31149)
- 2" receiver for vise mount on curbside.

Hook Railing - ship loose:
134 inches long 1" schedule 40 pipe with stand off brackets on each end and six (6) sliding material hooks

Mounting Kit:
- Universal Mounting Kit
- Front Mounts Built Into Body Frame
- Rear Mounts Paint Black DTM (Ship Loose)

Grab Handles:
- One (1) Bolt-On Chrome grabhandle for the side access of the body (Ship Loose)

Access Steps:
- Two (2) Cable type access steps for installation under the tail shelf, one (1) each side (Ship loose)

Install Components

- 1 - 5lb (ABC) Fire Extinguisher
- 1 - Sho-Me Model 14.0553 Outlet
- 2 - Unity 325 Spotlights mounted on chassis A-Pillars (Driver and Passenger)
- 1 - 7 Pin Trailer Plug
- 1 – Window Tint to include 6” strip on front windshield
- 2 – Blind Spot Mirrors
- 1 – Backup Alarm
- 1 – Whelen MC16M Mounted to center of cab roof with switch in cab
- 2 – Whelen TAD8 mounted front and rear of body
- 1 – Install of Service Body and Components per customer specifications
- 1 – DOT Inspection

Ford F550 4x2 Crew Cab 84CA DIESEL Price (Bid Section 5)	**$86,998.00**
Service Body and Installation Price (Bid Section 6, 7, 8)	**$51,110.00**
Sale Price:	**$138,108.00**

Notes:

1. Quotation valid for 30 days.
2. Price includes delivery to Augusta Fleet Management
3. Prices exclude any applicable taxes or license fees.
4. If Federal Excise Tax has not been included, you could still responsible unless a current exemption/resale certificate must be on file or provided with purchase order for tax exempt sale. Federal Excise Tax will be added if certificate is not supplied with order.
5. Terms: Net due upon delivery.
6. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
7. Chassis requires clean frame rails, side and top. Relocation of chassis components, to facilitate equipment installation, will be in addition to above quoted price.
8. Quoted price does not include any applicable tariff surcharges.

Accepted By:

_____

PO Number: _____

Account Manager – Preston Wallin

Date: _____

Ring Power®
UTILITY | TRUCK | CRANE

Dear Valued Customer,

We want to make you aware of recent developments that may affect pricing on your current and future equipment orders. The Truck Equipment industry is being impacted by new executive orders imposing tariffs on certain materials and components critical to our products. These tariffs are creating volatility in material costs and supplier pricing, which remain subject to change.

As a result, the quoted prices provided to you does not currently include any potential tariff surcharges. While we work diligently to minimize the impact of these changes, please understand that final pricing may be adjusted to reflect any applicable tariff costs assessed prior to delivery and invoicing.

Here's what you can expect from us:

- We are actively working with our suppliers to mitigate additional costs and secure pricing wherever possible.
- We will communicate any tariff-related adjustments as soon as they are confirmed—our goal is to provide advance notice before final invoicing.
- While we cannot predict the exact effect tariffs may have, we will maintain transparency throughout the process.

We understand that price certainty is important, and we are committed to keeping any increases fair, justified, and directly tied to external factors such as tariffs or material surcharges.

If you have any questions or concerns, please reach out to your Account Manager. We greatly appreciate your understanding as we navigate these evolving conditions and remain committed to delivering the quality and value you expect from Ring Power.

Thank you for your continued trust and support.

Best regards,

Ring Power Utility | Truck | Crane

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2012 Ford F550	Asset Number:	**211076**

Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.

Signature of Director/Elected Official: FWByrne

Name of Director/Elected Official: Frank Byrne

Purchase Date: 12/16/2011

Purchase Price: $49,363.00

Current Mileage: ~~16,813~~ 107,033 — Current Hours: N/A

Replacement Criteria Scoring

	Score	Details
Miles/Hours	10	
Type of Service	3	
M&R Cost	5	117% - $57,891.12
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**28**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $57,891.12 which is 117% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year: 2026

Funding Source: Utilities Funds

Fleet Manager Approval:

Name of Fleet Manager: Laquona C. Porter, Fleet Manager

Central Services Director Approval:

Name of Director: Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2011 Ford F550	Asset Number:	**210136**
Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.		
Signature of Director/Elected Official:	FWByrne		
Name of Director/Elected Official:	Frank Byrne		
Purchase Date:	12/30/2010		
Purchase Price:	$49,363.00		
Current Mileage:	109,742		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	11	
Type of Service	3	
M&R Cost	5	178% - $87,904.98
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**29**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $87,904.98 which is 178% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Potter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	08 Ford F450	Asset Number:	**208153**
Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.		
Signature of Director/Elected Official:			
Name of Director/Elected Official:	Frank Byrne		
Purchase Date:	7/10/2008		
Purchase Price:	$43,621.00		
Current Mileage:	98,440		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	10	
Type of Service	3	
M&R Cost	5	172% - $74,911.54
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**28**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $74,911.54 which is 172% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2011 Ford F550	Asset Number:	**210135**
Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.		
Signature of Director/Elected Official:	FWByrne		
Name of Director/Elected Official:	Frank Byrne		
Purchase Date:	12/30/2010		
Purchase Price:	$49,363.00		
Current Mileage:	129,303		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	13	
Type of Service	3	
M&R Cost	5	111% - $54,566.85
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**31**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $54,566.85 which is 111% of the purchase price.This truck is also in need of an engine replacement estimated at $26,000.00. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2008 Ford F450	Asset Number:	**208035**

Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.

Signature of Director/Elected Official: FWB

Name of Director/Elected Official: Frank Byrne

Purchase Date:	6/5/2008		
Purchase Price:	$43,621.00		
Current Mileage:	139,433		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	14	
Type of Service	4	
M&R Cost	3	62% - $27,296.52
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**31**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $27,296.52 which is 62% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Mathews Motors
1351 Gordon Hwy,
Augusta, GA 30901

Nichols Fleet Equipment
Attn: David Nichols
2401 East 31st Street
Chattanooga, TN. 37407

Wade Ford
3860 S. Cobb Drive SE
Smyrna, GA 30082

Rush Truck Center
2925 Gun Club Rd.
Augusta, GA 30907

Peach State Freightliner
6535 Crescent Drive
Norcross, GA 30071

JC Lewis Ford
Attn: Mr. Cleve White
6922 Veterans Memorial Pkwy
Statesboro, Ga 30458

Freightliner of Augusta
2930 Riverwest Drive
Augusta, Georgia 30907

Cherokee Truck Equipment
550 Discovery Place
Mableton, GA 30126

Diversified Fabricators, Inc
Attn: Don Vermer
1325 Highway 41 Bypass S.
Griffin, Ga. 30224

Penske
1501 Dixon Airline Rd
Augusta, GA 30906

Milton Ruben Chevrolet
3514 Washington Rd
Augusta GA 30907

Fairway Ford
4333 Washington Road
Evans, GA 30809

Padgett Truck Bodies & Equipt
2026 Jefferson Davis Highway
Graniteville, S.C. 29829

Christopher Trucks
1601 White Horse Rd.
Greenville, SC 29605

Thomson Chrysler Dodge
Attn: Mac McAllister
2158 Washington Road
Thomson, GA 30824

West Georgia Mobile Hydraulics
98 Edge Road
Post Office Box 266
Villa Rica, GA 30180

Fontaine Truck Equipment Co
9827 Mount Holly Road
Charlotte, NC 28214

O.G.Hughes & Sons
4816 Rutledge Pike
Knoxville, TN 37914

Dale Earnhardt Jr Chevrolet
Attn: Joshua Williams
3127 West Tennessee St
Tallahassee, FL 32304

Diversified Fabricators, Inc
1325 Highway 41 Bypass S.
Griffin, Ga. 30224

Milton Ruben Chrysler Dodge
3518 Washington Road
Augusta, GA 30907

RON LAMPKIN
CENTRAL SERVICES

BID ITEM# 25-151
2025/2026 Service Truck, Enclosed Utility Style FOR AUGUSTA, GA-CENTRAL SERVICES
BID DUE 3/7/25 @ 11:00 a.m.

KAYCEE BRASWELL
FLEET MANAGEMENT

BID ITEM# 25-151
2025/2026 Service Truck, Enclosed Utility Style FOR AUGUSTA, GA-CENTRAL SERVICES
MAIL DATE: 1/30/25

PHYLLIS JOHNSON
COMPLIANCE

BIDDERS LIST

BID (✓) RFP ( ) RFQ ( ) ITEM # 25-151

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
2/17/25	Herlong Ford Commercial Vehicle Center Charles Burch	775 Augusta Highway Edgefield, SC 29824 (emailed Add 1 on 2/24/25)	1	JM

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, January 30, 2025 11:34 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000102

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000102
Event Title: 25-151 Service Truck Enclosed Utility Style
Event Type: Non-State Agency

Process Log
2025/01/30 11:31:44 : Log starts for - 22945370 - EVENT_RELEASE_TO_SUPL
2025/01/30 11:31:48 : Email Process Log for the Event#: PE-72155-NONST-2025-000000102
2025/01/30 11:31:48 : Email Batch# 2501307750
2025/01/30 11:31:48 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/01/30 11:33:38 : Total No of Contacts found for sending Email: 272
2025/01/30 11:33:38 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000102&sourceSystemType=gpr20

01/30/2025 11:33:38 AM

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Planholders

Add Supplier | Export To Excel

Supplier (8)

Supplier	Download Date
Dodge Data	01/30/2025
Hendrick Automotive Group	02/05/2025
Legacy Brothers INC	03/03/2025
One Nation Distribution LLC	01/31/2025
Onvia, Inc. - Content Department	01/30/2025
Phil Brannen Ford of Perry	02/03/2025
Ring Power Corp - WCC	03/03/2025
Stivers Ford South of Union City	03/03/2025

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
25-151_ITB	Bid Document / Specifications	View History
25-151_ADD1	Addendum	View History

Administrative Services Committee Meeting

Meeting Date: 04/14/2026

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Department: HCD

Presenter: Charles Jackson and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development and support the construction of one single family unit to be sold to low income homebuyer.

Background: Augusta/CSRA Habitat for Humanity has completed two single family units under the supervision and guidance of South Augusta Urban Development. Augusta/CSRA Habitat for Humanity continues to show interest in developing affordable housing in the Augusta area. To continue this partnership, HCD is requesting HOME funds to assist in constructing a single family unit:

Augusta/CSRA Habitat for Humanity is requesting:

- 608 Macon Avenue, Augusta, GA 30901: Funding Request: $98,262.65

The funding request is to assist with the cost associated with the construction of one single family affordable units.

Analysis: The approval will allow the partnership to continue with the construction of two units in the Augusta area to aid in the fighting of blight.

Financial Impact: HCD will utilize HOME Investment Partnership (HOME) funding received through its annual allocation from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of $98,262.65

Alternatives: Do not approve HCD's Request

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity

to continue development and support the construction of one single family home to be sold to low income homebuyer.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Partnership Grant 22107 3212 5225110

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

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 **2024**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"608 Macon Avenue – 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 608 Macon Avenue, one (1) single family unit to be construct 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

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** in HOME funds shall be expended by Habitat for Humanity from Year 2024 HOME Program funds for construction costs related to the development of one (1)) single family unit at 608 Macon Avenue in the Fleming Heights 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. 608 Macon Avenue, Augusta, Georgia 30901

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 2024 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Habitat 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: Richmond Hill Road. on the West; Anne Street on the East; Ruby Drive on the South; and Richard Roads 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. <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. <u>Timetable for Completion of Project Activities</u>

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 2024 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 Meeting

Meeting Date: 04/14/2026

HCD_Approval to Award 2024 HOPWA Funds to East Augusta CDC to continue the HOPWA (Housing Opportunities for Persons with Aids)

Department:	HCD
Presenter:	Charles Jackson and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
Background:	East Augusta Community Development Corporation (EACDC) has provided HOPWA services win the CSRA for over five years. During the past year, EACDC lost their devoted executive director. During this time lapse, HCD did not move forward to provide funding as to the uncertainty of the program. EACDC has requested that they be able to move forward and continue to provide valuable services to those in need. EACDC has continued to provide services to the community with previous years' funding and now is requesting additional funds.
Analysis:	Approval of the contract will allow East Augusta CDC to provide HOPWA Services to residents in Augusta, GA and surrounding area.
Financial Impact:	HCD will utilize Housing Opportunities for Persons with Aids (HOPWA) funding received through its annual allocation from Housing and Urban Development in the amount of $ 200,000.00 to provide HOPWA services.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: Housing Opportunity for Persons with Aids (HOPWA) funds. HOPWA Funds: 221073213/5211119

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

AGREEMENT

BETWEEN

AUGUSTA, GEORGIA
AND

EAST AUGUSTA CDC

$200,000.00
Two Hundred Thousand Dollars and 00/100

Funded by
The United States Department of Housing and Urban Development
FISCAL YEAR 2024
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

This Agreement is made and entered into this ___day of _____by and between the City of Augusta, Georgia, a political subdivision of the State of Georgia, its successors and assigns (hereinafter the "City"), by and through the Augusta, Georgia Commission, as the Implementer of the Housing Opportunities for Persons with Aids Program (hereinafter referred to as "Grantee"), and EAST AUGUSTA CDC**,** (hereinafter referred to as the "Sub-recipient").

AND

SUB RECIPIENT, its successors and assigns (hereinafter "Sub Recipient"). Witnesseth, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The Grantee and Sub Recipient hereby agree as follows:

ARTICLE I
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR)

Part 574, relating to Housing Opportunities for Persons with Aids (HOPWA) for the purpose of allowing local discretion for the determination of needs and priorities of services to serve persons experiencing HIV/Aids.

Augusta, Georgia, as an Entitlement Grantee for the HOPWA Program, is responsible for the administration, implementation, planning and evaluation within its respective jurisdiction of the HOPWA Program and for the HUD Consolidated Plan. The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. Services which are funded by the HOPWA Program must benefit low-income persons (at or below 80 percent of area median income) that are medically diagnosed with HIV/AIDS and their families are eligible to receive HOPWA-funded assistance.

Through citizen participation workshops and the adoption of the Augusta, Georgia's Community Development Annual Plan, the citizens of the City, the Mayor and the Augusta, Georgia's, Georgia's Board of Commissioners determined the needs and priorities of services in the City as set forth above. The Grantee desires to engage the Sub-recipient to render certain services, programs, or assistance in connection with the aforementioned undertakings of the Housing Opportunities for Persons with Aids Program.

ARTICLE II
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein, and not otherwise defined, shall have the meaning assigned to them in this Article I

Housing Opportunities for Persons with Aids (HOPWA) Program
The term "Housing Opportunities for Persons with Aids" or "Program" shall mean that program administered by Augusta Housing and Community Development and funded by an Housing Opportunity for Persons with Aids Grant applied for by Augusta, and awarded by HUD as authorized pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.). HOPWA regulations (24 CFR 574)

Acquired immunodeficiency syndrome (AIDS) or related diseases
The term 'HIV/Aids" means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Department
The term "Department" shall mean the Augusta Housing and Community Development.

Grantee
The term "Grantee" shall mean Augusta, Georgia as Grantee of the Housing Opportunities for Persons with Aids Grant awarded by HUD.

HUD
The term "HUD" shall mean the U.S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Exhibit A hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less 80% of the median income for the area (Area Median Income or AMI), as defined by HUD

ARTICLE III
NOTICES

The Sub Recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to Augusta:
Augusta, Georgia
Attention: Garnett L. Johnson
Mayor
535 Telfair Street
Augusta, GA 30901

With copy to: Augusta, Georgia
Attention: Charles Jackson, Interim Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

If to Sub Recipient: East Augusta CDC
Julia Brown, Executive Director
710 East Cedar Street
Augusta, Georgia 30901
Contact person: Julia Brown
Email: juliabrown.2@comcast.net

ARTICLE IV
GENERAL CONDITIONS

A. General Compliance

Sub Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 574 (the U.S. Housing and Urban Development regulations concerning Housing Opportunities for Persons with Aids Grants (HOPWA)) including subpart K of these regulations, except that (1) the Sub Recipient does not assume the Grantee's environmental responsibilities and (2) the Sub Recipient does not assume the Grantee's responsibility for initiating the review process. The Sub Recipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Sub Recipient

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub Recipient shall at all times remain an "independent Sub Recipient" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all possible unemployment benefits because Sub Recipient is an independent Sub Recipient.

C. Hold Harmless

To the fullest extent permitted by laws, statutes, rules and regulations, the Sub Recipient shall indemnify and hold harmless the Grantee, Officers, Directors, and Employees of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in

whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Sub Recipient, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

D. Insurance & Bonding

The Sub Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
Workers' Compensation Employer's Liability with limits of:
$100,000 Each Accident
$500,000 Disease, Policy Limit
$100,000 Disease, Each Employee

The Sub Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. The Grantee's Recognition

The Sub Recipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Sub Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub Recipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and the Sub Recipient.

G. Performance

The Sub-recipient will be responsible for administering the **HOPWA Program** in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Housing Opportunities for Persons with Aids Program:

H. SCOPE OF SERVICES

Activities

East Augusta CDC will provide the following HOPWA-eligible activities to help meet the housing needs to low-income persons with HIV/AIDS and their families.

- **Tenant-based Rental Assistance** includes payment of rent, including utilities, for housing which meets local housing codes / quality standards, HUD's standards for Fair Market Rent, and rent reasonableness requirements. Persons that receive rental assistance under this program must pay a portion of their rent and utilities as dictated by HUD guidelines.

- **Facility-Based/Permanent Supportive Housing Assistance** that will provide single room occupancy community residence that is safe and sanitary permanent supportive housing units. The community residence will house persons with HIV/AIDS.

- **Short-Term Rent, Mortgage, and Utility (STRMU) Assistance** that will provide payments to prevent the homelessness of a tenant or mortgagor of a dwelling for costs accruing over a period of no more than 21 weeks during any 52 week period. The assistance will be reasonable and be used in emergency situations in order to prevent homelessness.

- **Permanent Housing Placement** that will provide supportive housing activity that helps establish the household in a housing unit and may including reasonable costs of security deposits and first months rent for homeless persons. This assistance will not exceed two months of rent costs.

- **Supportive Services** include the costs of providing a wide range of supportive services like, assessment, permanent housing placement, housing case management and other services necessary to ensure the housing stability of the program participant.

- **Administrative Costs** – EACDC will use no more than 7 percent of the amount received for administrative costs. These costs will include costs for general management, oversight, coordination, evaluation, and reporting on eligible activities.

Program Delivery

East Augusta CDC HOPWA Program will provide housing assistance and related supportive services for low-income people living with HIV and their families. EACDC HOPWA Program will be located at 710 East Cedar Street in Augusta, Georgia. The Days of Operation will be Monday through Friday of each week. East Augusta CDC HOPWA Program hours of Operation will be 9:00AM until 5:00PM.

General Administration

The Board of Directors manages the Sub-recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

Homeless Clientele

Sub-recipient will meet the requirements provided for in the regulations by requiring information on services to persons meeting the definition(s) of homeless as stated in the HOPWA Regulations. This information will be used to ensure that clients are eligible recipients of services provided.

LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sponsor agrees to provide the following levels of program services:

STAFFING

Position Title	Employee Name, Vacant, or New Position	Total Annual Salary	Grant Funds Requested From HOPWA	Funds From Other Sources
Julia Brown				
_____ % Fringe Benefits				
TOTAL PERSONNEL COSTS				

Performance Monitoring

The Sub-recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub-recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub-recipient's projected Project schedule, budget, and output with its actual performance. Sub-recipient will be required to participate in training sessions and meetings as outlined by HCD rather it be in person or virtually. Upon request, the Sub-recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub-recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub-recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If Sub-recipient does not take corrective action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

Required Performance Goals	Source Documentation	Minimum Requirement
Commit to one (1) outreach/marketing activity per quarter.	Agency must provide evidence of outreach to participation or marketing activity quarterly.	One (1) activity quarterly
Commitment to mandatory HOPWA training.	Agency must participate in all trainings sponsored by or referred by HCD. Training must be approved by HCD.	Two (2) minimum unless suggested by or sponsored by HCD or HUD.
Increase monthly client numbers.	Agency must be able to provide evidence of new clients or activities to increase client participation. Minimum of (1) one new client monthly.	One (1) minimum per month.
Seek additional funding from other sources	Agency must provide evidence of funding requests from other sources to assist in supporting the HOPWA Program.	Two (2) per year or more.
Submit monthly reimbursement request.	Agency must monthly reimbursement request by the 20th of each month.	One (1) reimbursement request a month by 20th of each month.

Services of the Sub-recipient shall start on **January 1, 2024** and end **December 31, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of HOPWA funds or other HOPWA assets, including program income.

I. Method of Payment

The Grantee agrees to pay the Sub Recipient at the end of each Quarter based on the submission and approval of the Sub Recipient's Quarterly Reimbursement Requests. Reimbursement Requests will be processed within thirty (30) days of receipt of complete and accurate submissions and upon verification of supporting documentation and Quarterly Reports.

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Two Hundred Thousand Dollars and 00/100 ($200,000.00).** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph I. below, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph I., and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-recipient is also responsible for submitting to the Grantee each of the following: (i) Quarterly progress reports, (ii) time sheets (if applicable), (iii) mileage documentation (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

J. Budget

East Augusta CDC has been awarded $200,000.00 to utilize to provide HOPWA eligible activities as outlined in this agreement.

Please note the budget as listed below.

Facility Maintenance	TBRA	STRMU	PHP	Support Services	Admin 7%
31,000.00	**60,000.00**	**10,000.00**	**5,000.00**	**80,000.00**	**14,000.00**

Organization will be permitted to request one amendment to the agreement which does not include support services and administration. Staff salaries must be paid from Support Services only.

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of Housing and Community Development Department and the Augusta, Georgia Commission.

J. Suspension or Termination

The Grantee may terminate this Agreement at any time by giving written notice to the Sub Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

The Sub Recipient may terminate this Agreement at any time by giving written notice to the County of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination

ARTICLE IV
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

a) The Sub Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub Recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub Recipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in

plain sight at the Project location, for the benefit of interested parties, and all Sub Recipients will be notified of the policy provisions.

2. Nondiscrimination

The Sub Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 **(HCDA)** are still applicable.

3. Section 504

The Sub Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub Recipient to assist in the formulation of such program. The Sub Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub Recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

   The Sub Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that it is an Equal Opportunity or Affirmative Action employer.

4. Conflict of Interest

   The Sub Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

   a) The Sub Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

   b) No employee, officer or agent of the Sub Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

   c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOPWA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOPWA-assisted activity, or with respect to the proceeds from the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

   The Sub Recipient hereby certifies that:

   a) 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;

b) 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

c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

6. Lobbying Certification

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 section 1352, title 31, U.S.C. 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.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE V
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE VI
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE VII
WAIVER

The Grantee's failure to act with respect to a breach by the Sub Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE VIII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub Recipient with respect to this Agreement.

ARTICLE IX
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in City of Augusta.

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

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**
(Grantee)

Approved as to Form By (please initial here):

By:_____
Augusta, GA Law Department

Date: _____

By:_____
Mayor Garnett L. Johnson, Mayor

Date: _____

By: _____
Charles Jackson, Interim Director

Date: _____

By: _____
Lena Bonner, Clerk of Commission Affix Seal Here:

ATTEST: **East Augusta CDC**
(Sub-recipient)

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____
Witness

SEAL

EXHIBIT "A"
SUB-RECIPIENT ACKNOWLEDGEMENT

"Sub-recipient 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, Sub-recipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Sub-recipient'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 Sub-recipient may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Sub-recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub-recipient provides goods or services to Augusta, Georgia in excess of the 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 Sub-recipient. Sub-recipient assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives and 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.

EXHIBIT "B"
E-VERIFY

All contractors and subcontractors entering 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

EXHIBIT "C"
PROGRAM REQUIREMENTS

Sub-recipient shall operate this project funded through Augusta Georgia's Housing Opportunities for Persons with Aids Grant Program according to the following guidelines:

1. Accounting and related records of Sub-recipient shall at a minimum include the following:

   a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports and requisitions.

   b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

   c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

   d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

   e. Attendance Certification - Attendance records shall be maintained for all personnel paid with HOPWA funds. Attendance and Pay shall be certified by both the employee and their immediate supervisor. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

   f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the Grantee.

   g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes. Bank statements showing the disbursement of payroll shall be added to all salary pay requests.

   h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOPWA funds are used as petty cash.

   i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and

procedures. It is recommended that Sub-recipient use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with HOPWA funds.

k. Property Records - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All projects accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.

3. Sub-recipient should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the Grantee's staff, HUD officials and others who may be authorized to examine such records.

4. REPORT SCHEDULE

Reports are to be submitted through Neighborly to the Department by the 15th of the month in which it is due.

REPORT	DUE	PERIOD COVERED
CAPER Report	March 1st after ear of grant period	Grant Period (January 1, 2024 – January 2027)
Audit	30 days after receipt of Audit Report	Sub-recipient's audit period
Self Sufficiency Plan	When applicant leaves the program	The applicant's assistance period
Termination Notice	Monthly, if applicant is terminated from program	The applicant's assistance period

EXHIBIT "D"
ADMINISTRATIVE REQUIREMENTS

A. Continuum of Care Participation (24 § 576.400)

As mandated by HUD, sub-recipients must be a member of the local Continuum of Care (CoC) to ensure proper coordination of services and service providers. New members must have applied for membership and be actively participating in the monthly CoC meetings and CoC subcommittee meetings.

B. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21 through 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(a) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the Grantee under this Agreement.

(b) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(c) All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities as specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-recipient does not comply with the conditions and timetables, or if the Sub-recipient ceases to exist or provide the services for which the Grant was made, the Sub-recipient shall not be eligible to participate" or "shall not be allowed to be responsible for" another HOPWA eligible project, and the Sub-recipient shall be in default. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement, or available under applicable Federal, State of Local law.

C. Documentation and Recordkeeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.65, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the following:

a. All accounts, property and personnel records as deemed necessary by Grantee to ensure proper accounting of all project funds and compliance with this Agreement.
b. Records required to determine the homeless eligibility of persons provided services;
c. For Homeless Prevention activities, records to document persons "at risk" of being homeless;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOPWA assistance;
e. Financial records as required by 24 CFR 84.21 through 28.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported upon for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited, which have commenced prior to the expiration of the five-year period, such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided and certification of "homelessness". Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Homelessness certifications must be well documented and all income information must be provided. If it is found that proper documentation is not provided, the sub-recipient may face repayment penalties.

Additionally, for sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS in accordance with the policies established by the local Continuum of Care is mandated as a condition of compliance with this agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and confidential, and the use or disclosure of such information, when not directly

connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

Additionally, Sub-recipients providing services to homeless persons or persons at risk of homelessness, agree to adhere to the policies of the local Continuum of Care concerning Data privacy, System security, and Client confidentiality as part of their participation in the local HMIS.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all Closeout requirements are completed. Activities during this closeout period shall include, but are not limited to the following: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over HOPWA funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another HOPWA eligible project.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the Sub-recipient within thirty (30) days after receipt of notice by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

All Shelters must provide inspection reports at the time of contract execution to show compliance with 24 § 576.500(j)- Shelter and Housing Standards.

Forms

1. Reimbursement Request, Checklist & Itemization
2. Income Calculator – HUDExchange.info
3. Monthly Progress Report "Exhibit E"
4. CAPER Report
5. FY 2024 Income Limits
6. Time Sheet (Use if applicable)
7. Bid Tabulation (Use if applicable)
8. Quote Tabulation (Use if applicable)
9. Travel Log (Use if applicable)
10. Inventory Form (Use if applicable)

Administrative Services Committee Meeting

Meeting Date: 04/14/2026

HCD_ CapitalRise, LLC Funding Request

Department: HCD

Presenter: Charles Jackson, and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise,LLC to continue development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

Background: Housing and Community Development is assisting CapitalRise, LLC by providing guidance and techniques of development via utilizing HOME funds. CapitalRise,LLC has partnered with local developers in the past as a contractor and continues to show interest in developing affordable housing in the South Augusta area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:

CapitalRise, LLC is requesting:

- 4107 Darsey Court, Hephzibah, GA 30815: Funding Request: $ 97,929.76

The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit. (50% of Total Development Cost)

Analysis: Approval of the contract will allow the partnership to construct one (1) single family unit in the South Augusta area to aid in the fight of blight.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of $ 97,929.76 to assist in the construction of two single family affordable housing units.

Alternatives:	Do not approve HCD’s Request.
Recommendation:	Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to CapitalRise,LLC to begin development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212 / 5225110
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

CAPITALRISE, LLC

In the amount of

$ 97,929.76

Ninety Seven Nine Hundred Twenty-Nine & 76/100

For Fiscal Year **2024**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"4107 Darsey Ct. – Single Family"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2024 ("*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 CapitalRise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*CapitalRise* ") 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, CapitalRise 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 2020-2024; and the Year 2024 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with CapitalRise 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, CapitalRise has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, CapitalRise has requested, and Augusta has approved a total of $ 97,929.76 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. Scope of Services

a. Project Description

CapitalRise agrees to utilize approved HOME funds to support project related costs associated with property located at 4107 Darsey Ct, one (1 single family unit to be construct 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. *Perform all pre-development activities prior to the pre-construction meeting*
iii. *Will participate in bi-weekly construction meetings.*
iv. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
v. *All projects are to posses the following components:*
    1. Evidence of additional financing resources "Leveraging"
    2. Evidence of Site Control

3. 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.
4. If at the time of construction, there is no approved homebuyer, CAPITALRISE 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 CapitalRise 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 **$ 97,929.76** in a HOME funds shall be expended by CapitalRise from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 4107 Darsey Court in the Hephzibah 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. Sales price will be determined by an as built appraisal as submitted by CAPITALRISE. This unit will be constructed by CapitalRise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 4107 Darsey Court, Hephzibah, Georgia 30815

Initial: _____

C. Program Location and Specific Goals to be Achieved

CapitalRise shall conduct project development activities and related services in its project area known as Pebble Creek Community that incorporates the following boundaries: Old Highway 1 on the North, Tobacco Road to the South & West, and Morgan Road on the East and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by CapitalRise 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, CapitalRise 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. CAPITALRISE will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

CapitalRise 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. CapitalRise will carry out this project with implementation oversight provided by HCD. CapitalRise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CapitalRise, 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: **$97,929.76** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CapitalRise 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 reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, CapitalRise 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.
b. HCD will monitor the progress of the project and CapitalRise performance on a weekly basis with regards to the production and overall effectiveness of the project.

c. CapitalRise and 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 fifty percent (50%) of the total construction costs in the amount of **$97,929.76** as a loan of this single project and seeks to provide CapitalRise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 97,929.76** 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.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow CAPITALRISE to obtain 16% Developer's Fee to be distributed at closing. **Dev. Fee (34,080.00 - $97,929.76) = $ 63,849.76 pay back to HCD**. Developers Fee equals 16% of sales price ($213,000.00)

Initial: _____

C. Timetable for Completion of Project Activities

CapitalRise shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, CapitalRise 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. *CapitalRise, LLC 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. CapitalRise shall be paid a total consideration of no more than **$ 97,929.76** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of CapitalRise. 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 CapitalRise

2. CapitalRise shall adhere to the following budget in the performance of this contract:

Construction	**$**	**97,929.76**
TOTAL HOME PROJECT COST:	**$**	**97,929.76**

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 CapitalRise (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 CapitalRise or any contractor/subcontractor hereunder. All payments to CapitalRise by Augusta will be made on a per performance request through the AIA Document.

B. CapitalRise shall maintain a separate account and accounting process for HOME funding sources.

C. CapitalRise shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to CapitalRise 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 CapitalRise 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. CapitalRise 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 CapitalRise.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

A. Augusta will be responsible for monitoring the reuse of the proceeds.

B. Any real property under CapitalRise control that was acquired or improved in whole or in part with HOME funds in excess of $25,000 must either:

   a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

   b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by CapitalRise.

D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by CapitalRise.

E. If CapitalRise is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

CapitalRise shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

a. Maximum acquisition prices [24 CFR 92.205A.2]
b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
c. Combined affordability of assisted units
d. Income eligibility of assisted unites

e. Inspection of the homebuyer units to comply with HUD required Property Standards
f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
g. Environmental Review
h. Lead-based Paint Abatement
i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). CapitalRise shall maintain records that document all clients served with HOME funds. In addition, CapitalRise shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by CapitalRise, shall provide the information and verification described above.

CapitalRise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply CapitalRise with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

CapitalRise shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

CapitalRise shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, CapitalRise shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit.

In connection with the expenditure of federal funds, CapitalRise shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of CapitalRise 's fiscal year. CapitalRise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. CapitalRise shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: CapitalRise' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). CapitalRise agrees to comply with the Open Records Act should a request be submitted to it. Further, CapitalRise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

a. CapitalRise will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
b. CapitalRise will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.

c. The press, public, and the Grantee shall not be denied admittance to CapitalRise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

d. CapitalRise shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

CapitalRise 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 CapitalRise. 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 CapitalRise 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 CapitalRise. In such instances, CapitalRise 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 CapitalRise.

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

CapitalRise 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 CapitalRise publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

CapitalRise 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 CapitalRise 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: CapitalRise 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, CapitalRise 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

CapitalRise 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), CapitalRise 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

CapitalRise 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

CapitalRise 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. CapitalRise will in all solicitations or advertisements for employees placed by or on behalf of CapitalRise ; 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

CapitalRise 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, CapitalRise 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

CapitalRise 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, CapitalRise 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 CapitalRise 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 CapitalRise 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 CapitalRise shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

CapitalRise 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. CapitalRise agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

CapitalRise 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

CapitalRise 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

CapitalRise will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CapitalRise 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 CapitalRise **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. CapitalRise 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. CapitalRise **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

CapitalRise and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

CapitalRise 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. CapitalRise *will* not discriminate against any person applying for shelter on the basis of religion. CapitalRise 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 CapitalRise 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, CapitalRise 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 CapitalRise 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 CapitalRise cures any breach of the contract. If CapitalRise fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

B. Notwithstanding the above, CapitalRise 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 CapitalRise 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 CapitalRise 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, CapitalRise 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

CapitalRise will receive all notices at the address indicated below:

CapitalRise, LLC

3062 Damascus Road

Augusta, Georgia 30909

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

CapitalRise 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, CapitalRise 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

CapitalRise 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, CapitalRise 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 CapitalRise handling or charged with the responsibility for handling funds and property pursuant to this contract. CAPITALRISE 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, CapitalRise 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 CapitalRise 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 CapitalRise 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:

Approved by Augusta, GA Commission on _____

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: **CapitalRise, LLC___**
(Grantee)

BY:_____ _____
Its: _____ Date

_____ _____ BY:_____ _____
Plain Witness Date Its:_____ 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

CapitalRise 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. *CapitalRise 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. *CapitalRise 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 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 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 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 **$97,929.76** in Year 2024 HOME Investment Partnerships Funds to CapitalRise. 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 is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CapitalRise in accordance with the attached drawdown schedule and budget.

3. With HCD approval, CapitalRise 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. CapitalRise 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. CapitalRise *must* make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, CapitalRise *must* also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. CapitalRise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.

e. CapitalRise *must* collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

f. 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

CAPITALRISE 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 Meeting

Meeting Date: April 14, 2026

2026 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Andy Penick, Director of Procurement / Ken Hinkle, Airport / Hameed Malik Engineering and Environmental Services

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 26-082A-Rebid - HVAC Maintenance for Engineering and Environmental Services to Gold Mech and 26-111A-Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for the Augusta Regional Airport to 1st Mechanical Services. 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

1)Engineering and Environmental Services Department – 2026 Budget $30,000.00 – recommendation of award to Gold Mech

2) Augusta Regional Airport – 2026 Budget $95,000.00 – recommendation of award to 1st Mechanical Services.

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. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines.

Enclosed herewith, please find the detailed recommendation of award for your re and approval. We believe that the selected vendors not only meet but exceed the specified requirements, and their proposals align with the principles of fairness, competitiveness, and transparency upheld by the Augusta Procurement Code.

Analysis:

The reason for seeking your approval is rooted in the fact that the User 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 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 approved 2026 Budget.

REVIEWED AND APPROVED BY:

N/A

AUGUSTA REGIONAL AIRPORT

AUGUSTA
REGIONAL AIRPORT
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MEMORANDUM

Date: **17 March 2026**

To: **Andy Penick Procurement Director**

From: **Herbert Judon, Executive Director**

Re: **26-111A -Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems**

This memo is regarding 26-111A – Routine Maintenance Services and Emergency Maintenance Services to HVAC Systems. Based on lowest bid, Augusta Regional Airport would like to submit recommendation for 1st Mechanical Services. Our recommendations are based on lowest price and satisfactory work with the vendor in the past.

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MEMORANDUM

Date: **1 April 2026**

To: **Andy Penick Procurement Director**

From: **Herbert Judon, Executive Director**

Re: **26-111A-Rebid Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems – Price Difference**

This memo is regarding the Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems located at Augusta Regional Airport. After discussion with 1st Mechanical Services as to the significant price difference for providing HVAC related services for the Fuel Farm Test Building, Airfield Regulator Vault and typical unit types, 1st Mechanical Services responded that the pricing is correct. 1st Mechanical Services also stated that the units are relatively low to the ground and easy to service and repair. 1st Mechanical also stated their familiarization with the HVAC supporting equipment located at Augusta Regional Airport provided awareness as to locations, conditions of area, type of unit, ease of access to said units.

Invitation To Bid

Sealed bids will be received at this office until **Thursday, February 26, 2026 @ 11:00 a.m.** and will be opened to the public and advertised on ARCBid - http://appweb2.augustaga.gov/NewARCBid/ARCBid.html

BID ITEM AUGUSTA REGIONAL AIRPORT- ANNUAL CONTRACT COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	26-111A Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for Augusta Regional Airport	022-910-17/022-914-50/016-941-55

ITBs will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of Andy Penick, Procurement Director. No ITB will be accepted by email; all RFIs must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website.

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

Augusta Procurement Department
April Payne
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations for this ITB must be submitted in writing by electronic email to procannualbids@augustaga.gov to the Procurement Department on or before the close of business **Friday, January 16, 2026 @ 5:00 P.M.**

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

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 waiveable or modifiable by the Interim 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.

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.

Sent to vendors: Thursday, February 12, 2026

ITB Item #26-111A-Rebid - Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for Augusta, Georgia - Augusta Regional Airport
Bid Date: February 26, 2026 @ 11:00 AM

Total Number Specifications Mailed Out: 18
Total packages submitted: 3
Total Non-Compliant: 0

Vendors		Augusta Chiller 240 Camilla Avenue Augusta, GA 30907	Gold Mech Service 1559 Broad Street Augusta, GA 30904	1st Mechanical Services, Inc. 303 Curie Drive Alpharetta, GA 30005
Attachment "B"		YES	YES	YES
E-Verify #		410287	292548	256897
SAVE Form		YES	YES	YES
1st Yr Cost/Building				
Area 1: Commericsl Terminal	Yr1	$969.00	$1,502.00	$1,067.00
	Yr 2	$998.00	$1,577.00	$1,067.00
	Yr 3	$1,028.00	$1,688.00	$1,099.00
	Yr 4	$1,059.00	$1,823.00	$1,099.00
	Yr 5	$1,091.00	$1,860.00	$1,132.00
Area 2: Fixed Based Opertator	Yr1	$442.00	$326.00	$325.00
	Yr 2	$455.00	$342.00	$325.00
	Yr 3	$469.00	$366.00	$334.75
	Yr 4	$483.00	$374.00	$334.75
	Yr 5	$497.00	$382.00	$344.00
Area 3: Weather Building	Yr1	$292.00	$76.00	$137.00
	Yr 2	$301.00	$80.00	$137.00
	Yr 3	$310.00	$85.00	$141.00
	Yr 4	$319.00	$87.00	$141.00
	Yr 5	$329.00	$89.00	$145.00
Area 4: Hanger 1	Yr1	$160.00	$71.00	$52.00
	Yr 2	$165.00	$74.00	$52.00
	Yr 3	$170.00	$79.00	$53.50
	Yr 4	$175.00	$81.00	$53.50
	Yr 5	$180.00	$83.00	$55.00
Area 5: Hanger 2	Yr1	$235.00	$70.00	$68.00
	Yr 2	$242.00	$73.00	$68.00
	Yr 3	$249.00	$78.00	$70.00
	Yr 4	$256.00	$80.00	$70.00
	Yr 5	$264.00	$82.00	$72.00
Area 6: Fire Station (AARF)	Yr1	$249.00	$90.00	$287.00
	Yr 2	$256.00	$95.00	$287.00
	Yr 3	$264.00	$101.00	$295.50
	Yr 4	$272.00	$103.00	$295.50
	Yr 5	$280.00	$105.00	$304.00
Area 7: Gates 1, 2, 3, 4 and 5	Yr1	$938.00	$250.00	$300.00
	Yr 2	$966.00	$262.50	$300.00
	Yr 3	$995.00	$281.00	$309.00
	Yr 4	$1,024.00	$287.00	$309.00
	Yr 5	$1,056.00	$293.00	$318.25
Area 8: Parking Booth	Yr1	$150.00	$50.00	$50.00
	Yr 2	$155.00	$52.50	$50.00
	Yr 3	$160.00	$57.00	$51.50
	Yr 4	$165.00	$59.00	$51.50
	Yr 5	$171.00	$61.00	$53.00
Area 9: Maintenance Bldg.	Yr1	$375.00	$62.50	$200.00
	Yr 2	$386.00	$66.00	$200.00
	Yr 3	$398.00	$71.00	$206.00
	Yr 4	$410.00	$73.00	$206.00
	Yr 5	$422.00	$75.00	$212.00

Area 10: Rental Car Facilty	Yr1	$660.00	$1,883.00	$200.00
	Yr 2	$680.00	$1,978.00	$200.00
	Yr 3	$700.00	$2,117.00	$206.00
	Yr 4	$721.00	$2,159.00	$206.00
	Yr 5	$743.00	$2,202.00	$212.00
Area 11: Fuel Farm Test Bldg	Yr1	$152.00	$246.00	$40.00
	Yr 2	$157.00	$259.00	$40.00
	Yr 3	$162.00	$277.00	$41.20
	Yr 4	$167.00	$283.00	$41.20
	Yr 5	$172.00	$289.00	$42.40
Area 12: Airfield Regulator Vault	Yr1	$230.00	$292.00	$40.00
	Yr 2	$237.00	$307.00	$40.00
	Yr 3	$244.00	$329.00	$41.20
	Yr 4	$251.00	$336.00	$41.20
	Yr 5	$259.00	$343.00	$42.40
TOTAL ANNUAL COST		$25,765.00	$27,222.50	$14,161.35
Additional Fees				
Service and Trip Charge for routine repair call and emergency and part charge				
Service Charge Trip Charge % Mark up	Yr 1	0.00/30%	0.00/1.5%	$105.00/20%
	Yr 2	0.00/30%	0.00/1.5%	$105.00/20%
	Yr3	0.00/30%	0.00/1.6%	$105.00/20%
	Yr 4	0.00/30%	0.00/1.6%	$105.00/20%
	Yr 5	0.00/30%	0.00/1.6%	$105.00/20%
Routine Repair labor and repair parts beyond the scope (per hour)				
Technician / Helper/Apprentice	Yr 1	$150.00/$110.00	$100.00/$50.00	$110.00 / $110.00
	Yr 2	$155.00/$115.00	$105.00/$52.50	$110.00 / $110.00
	Yr3	$160.00/$125.00	$107.00/$53.50	$113.00 / $113.00
	Yr 4	$165.00/$110.00	$110.00/$55.00	$113.00 / $113.00
	Yr 5	$170.00/$130.00	$113.00/$56.50	$116.00 / $116.00
Emergency Maintenance Service (per hour rates)				
Emergency Call (per Hour) Technician / Helper / Apprentice	Yr 1	$225.00/$165.00	$100.00/$50.00	$165.00 / $165.00
	Yr 2	$232.50/$172.50	$105.00/$52.50	$165.00 / $165.00
	Yr3	$240.00/$180.50	$107.00/$53.50	$169.50 / $169.50
	Yr 4	$247.50/$130.00	$110.00/$55.00	$169.50 / $169.50
	Yr 5	$225.00/$130.00	$113.00/$56.50	$174.00 / $174.00

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: March 26, 2026

SUBJECT: Award Recommendation of Annual Bid 26-082A, HVAC Maintenance

In response to Annual Bid Item 26-082A, HVAC Maintenance, three compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Gold Mech Services, Inc. They submitted an acceptable bid and after thorough examination, we found all aspects of the submitted bid documents to have met the specifications as requested.

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

Invitation To Bid

Sealed bids will be received at this office until Friday, March 20, 2026 @ 11:00 a.m. The opening will be held in person at 535 Telfair Street-Room 605, Augusta, GA 30901; Augusta Procurement Department. As an option, the opening can be viewed via Microsoft Teams: Meeting ID: 249 189 517 346 04 Passcode: Ag9cX3kV for furnishing:

BID ITEM for AUGUSTA REGIONAL AIRPORT- ANNUAL CONTRACT

No.	Bid Item Description	COMMODITY CODES
1	**26-082A-Rebid – HVAC Maintenance for Engineering and Environmental Services Department**	**91017, 91450, 94155**

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, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCbid menu– (http://appweb2.augustaga.gov/NewARCbid/ARCBid.html), and DemandStar™ website located at https://network.demandstar.com. Bidders must mark the ITB number on the outside of the submittal envelope.

Questions or requests for clarifications must be submitted to the Procurement Department on or before the close of business **Thursday, March 12, 2026 @ 5:00 P.M.**

Augusta, Georgia Procurement Department
Attn: April Payne
Phone: 706-821-2422
Email: procannualbids@augustaga.gov

The local bidder preference program is applicable to this project.

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

Publish: Augusta Chronicle February 26, and March 5, and 11, 2026

Revised: 10/25/2025

Augusta GEORGIA

Bid Opening - Bid Item #26-082A-Rebid HVAC Maintenance Annual Contract for Augusta, Georgia - Engineering and Environmental Services Department
Bid Date: Thursday, March 20, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 11
Total packages submitted: 3
Total Non-compliant: 0

Vendors	Gold Mech Services, Inc. 1559 Broad Street Augusta, GA 30904	Max Air Mechanial, LLC 814 Livingston Court Marietta, GA 30067	Sector One, Inc. 1904 Kings Grant Dr. Augusta, GA 30906
Attachment "B"	Yes	YES	Yes
E-Verify #	292548	366543	1582635
SAVE FORM	Yes	YES	Yes
Bid price include FOB charges			
Hourly Rates for Outside the Scope of Preventative Maintenance			
1. Hourly Rate/Straight Time	Rate	Rate	Rate
Mechanics	$100.00	$130.00	$99.00
Helpers	$50.00	$130.00	$48.00
2. Hourly Rate/After Hours & Weekend			
Mechanics	$100.00	$195.00	$144.00
Helpers	$50.00	$195.00	$48.00
3. Hourly Rate/Holiday			
Mechanics	$100.00	$195.00	$144.00
Helpers	$50.00	$195.00	$48.00
4. Parts Mark-up %	1.5%	40.0%	1.4%
HVAC Maintenance			
5. HVAC Maintenance	Price	Price	Price
Quarterly Preventative Maintenance	$2,075.00	$1,750.00	$2,336.00
Annual Total Price (Quarterly Price x4)	$8,300.00	$7,000.00	$9,344.00
TOTAL PRICE:	$8,300.00	$7,000.00	$9,344.00

Administrative Services Committee Meeting

Meeting Date: April 14, 2026

Administrator's Office – Update on Waterpark Project

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to receive as information an update on the SPLOST 8 waterpark project.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information an update on the SPLOST 8 waterpark project.
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

Administrative Services Committee

April 14, 2026

Human Resources Presentation

Department:	N/A
Presenter:	N/A
Caption:	For Information only: Human Resources Presentation
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
GEORGIA



HUMAN RESOURCES
STRATEGIC PLAN 2026-2030

Department of Human Resources

Empowering People. Advancing Performance. Shaping the Future of Work.

PREPARED BY :

Anita Rookard, MBA|MPA|SHRM-PMQ
Director Of Human Resources

Message from the Director of Human Resources



Human Resources continues to evolve from a primarily administrative function into a strategic partner that strengthens organizational capacity, supports leadership, and enhances the employee experience across Augusta-Richmond County.

Advancements in technology, changing workforce expectations, and increasing service demands require HR to focus not only on compliance and transactions, but on culture, capability, and organizational effectiveness. Our work is centered on ensuring employees are engaged, supported, and equipped to serve the community with excellence.

This Strategic Plan reflects a deliberate shift toward long-term workforce sustainability, operational efficiency, and strategic alignment with the Commission's priorities. The goals and initiatives outlined were developed collaboratively with HR leadership, staff, department directors, and executive leadership and will continue to evolve as organizational needs change.

Anita Rookard, MBA|MPA|SHRM-PMQ
Human Resources Director



Vision:
Create a high-performing, engaged, and future-ready workforce where employees feel valued, developed, and supported.

Mission:
Transform Human Resources into a strategic, technology-enabled, people-centric function that attracts, develops, and retains top talent while enhancing employee experience and organizational performance.

Core Values:

- **Freedom to Inquiry** – We encourage innovation, curiosity, and continuous improvement.
- **Integrity** – We build trust through transparency, accountability, and ethical conduct.
- **Inclusiveness & Respect** – We value diversity, collaboration, and mutual respect.
- **Responsibility to Our Employees** – We steward our workforce with care, foresight, and purpose.



Strategic Pillars

The Strategic Pillars in this plan represent the core areas where Human Resources will focus our efforts to strengthen the organization and better support our employees and leaders.

Each pillar is intentional — from building a stronger talent pipeline and improving the employee experience, to expanding learning opportunities, modernizing performance practices, and using technology to work smarter and more effectively.

Just as important, these pillars reflect our commitment to employee well-being, clear communication, and maintaining trusted relationships across the organization.

Together, they provide a practical roadmap for how HR will continue to grow as a strategic partner while helping Augusta-Richmond County build a workforce that is engaged, supported, and prepared for the future.

1. Talent Management & Workforce Planning

2. Experience & Engagement

3. Learning & Development (LMS Transformation)

4. HR AI & Digital Innovation

5. Performance Management Modernization

6. Mental Health & Well-Being

7. Employee Relations & Communication

Talent Management and Workforce Planning

Goal: Build a sustainable pipeline of skilled, diverse, and high-performing talent.

Key Initiatives:

- Implement workforce planning and succession frameworks
- Strengthen recruitment marketing and employer branding
- Reduce time-to-hire and vacancy rates
- Launch leadership and high-potential programs
- Expand internship and early-career pipelines

Outcomes by Year 5:

- 25% reduction in critical role vacancies
- 90% of leadership roles with ready successors
- Improved diversity representation in leadership

Employee Experience & Engagement

Goal: Deliver a consistent, positive experience across the employee lifecycle.

Key Initiatives:

- Map employee journey (hire → retire)
- Launch employee experience surveys twice annually
- Introduce digital HR service portal
- Create recognition and rewards programs
- Improve onboarding and offboarding experiences

Outcomes by Year 5:

- Engagement scores increase by 15%
- Reduced voluntary turnover by 20%
- HR service satisfaction ≥90%

Learning & Development (LMS Transformation)

Goal: Build a continuous learning culture through the new LMS**.**

Key Initiatives:

- Deploy LMS with role-based learning pathways
- Offer leadership, compliance, and career development tracks
- Introduce micro-learning and mobile access
- Track learning completion and skill progression
- Tie learning to performance and succession planning

Outcomes by Year 5:

- 85% course completion rates
- 70% employees with active development plans
- Internal promotion rate increased by 30%

HR AI & Digital Innovation

Goal: Leverage AI to improve efficiency, insights, and employee service.

Key Initiatives:

- AI chatbots for HR inquiries
- Predictive analytics for turnover and staffing risks
- AI-assisted recruiting and resume screening
- Automated sentiment analysis from surveys
- Personalized learning recommendations in LMS

Outcomes by Year 5:

- 40% reduction in HR transaction time
- Real-time workforce dashboards
- Improved decision-making through data insights

Mental Health & Well Being

Goal: Establish continuous, fair, and growth-focused performance practices.

Key Initiatives:

- Replace annual reviews with continuous feedback cycles
- Implement goal alignment system
- Train managers in coaching conversations
- Introduce performance calibration
- Link performance to learning and career mobility

Outcomes by Year 5:

- 90% employees receive quarterly feedback
- Increased high-performer retention
- Stronger accountability culture

Performance Management Moderization

Goal: Normalize well-being as a core part of organizational culture.

Key Initiatives:

- Expand Employee Assistance Programs
- Mental health awareness training for managers
- Wellness challenges and resources
- Burnout risk monitoring
- Safe reporting and support channels

Outcomes by Year 5:

- Reduced stress-related absences
- Higher participation in wellness programs
- Increased perception of psychological safety

Employee Relations & Communication

Goal: Strengthen trust, transparency, and connection across 3,000 employees.

Key Initiatives:

- Quarterly town halls and listening sessions
- Manager communication toolkits
- Anonymous feedback channels
- HR Business Partner Model expansion
- Clear escalation and issue-resolution processes

Outcomes by Year 5:

- Faster resolution of employee concerns
- Higher trust in leadership scores
- Consistent communication across departments

5-Year Implementation Roadmap
Year Phase Key Initiatives

Year	Phase	Key Initiatives
Year 1	**Foundations**	• Launch LMS • Map Employee Experience • Establish Workforce Planning • Introduce Engagement Surveys • Begin HR AI Pilot (Chatbot)
Year 2	**Expansion**	• Leadership Development Programs • Continuous Performance Model • AI Recruiting Tools • Well-being Initiatives Rollout
Year 3	**Optimization**	• Succession Planning Fully Operational • Predictive Analytics Dashboards • Personalized Learning Pathways • Expanded Recognition Programs
Year 4	**Integration**	• All HR Systems Integrated • AI-Driven Workforce Insights
Year 5	**Excellence**	• HR Recognized as a Strategic Partner • High Engagement and Retention • Fully Data-Driven People Decisions • Culture of Continuous Growth & Well-being

Key Success Metrics (KPIs)

- Vacancy & turnover rates
- Time-to-hire
- Engagement scores
- LMS completion & skill attainment
- Internal promotion rates
- HR service satisfaction
- Performance feedback frequency
- Wellness participation
- Employee relations case resolution time

Governance & Accountability

- HR Steering Committee
- Quarterly KPI dashboards
- Annual strategy refresh
- Leadership alignment sessions

Expected Organizational Impact

- Stronger talent pipeline
- Higher employee engagement
- Improved leadership readiness
- Faster, smarter HR service delivery
- Healthier, more resilient workforce
- Data-driven HR decisions
- Trusted relationships across 3,000 employees

This Strategic Plan serves as a guiding framework for how Human Resources will continue to evolve and support the organization over the next five years.

While the initiatives outlined provide clear direction, our success will ultimately depend on collaboration, adaptability, and a shared commitment to our people. As workforce needs continue to change, HR will remain focused on listening, learning, and adjusting our approach to ensure we are meeting the needs of employees, leaders, and the community we serve.

Together, we will build a stronger, more connected, and future-ready workforce that reflects the values and mission of Augusta-Richmond County.

Anita Rookard, MBA|MPA|SHRM-PMQ
Human Resources Director

Commission Meeting

Meeting Date: 3/31/2026

#6 Rwps Diesel Engine

Department:	4416- Utilities
Presenter:	Wes Byne
Caption:	Motion to Approve Emergency Service of #6 Rwps Diesel Repair in the amount $42,079.58
Background:	#6 Rwps Diesel was having issues staying running and has developed oil and water leaks the vendor has recommended service be performed on it to help with this situation as this pump is our back-up incase we lose the canal to provide water to the Highland Ave Water Plant.
Analysis:	**"This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only".**
Financial Impact:	This is a cost 0f $42,079.58 for the Service of #6 Rwps Diesel
Alternatives:	To not have the service done will limit our backup capacity.
Recommendation:	Recommendation is to award the Emergency Service to W.W. Williams
Funds are available in the following accounts:	506-04-3510-5319130
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

Commission Meeting

Meeting Date: 3/31/2026

#6 Rwps Diesel Engine

Department:	4416- Utilities
Presenter:	Wes Byne
Caption:	Motion to Ratify Emergency Service of #6 RWPS Diesel Repair in the amount of $42,079.58
Background:	There are three diesel pumps at the canal pumping station. One of the units, named the #6 diesel, was having issues staying running and has developed oil and water leaks. The vendor has recommended service be performed on it to restore the pump to normal operating service.
Analysis:	**"This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only".**
Financial Impact:	This is a cost 0f $42,079.58 for the Service of #6 RWPS Diesel
Alternatives:	To not have the service done will limit our backup capacity.
Recommendation:	Recommendation is to award the Emergency Service to W.W. Williams
Funds are available in the following accounts:	506-04-3510-5319130
REVIEWED AND APPROVED BY:	N/A

S

dle fwb 26mar26

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 3/26/2026

DIVISION Raw Water Pumping Station

FUND #: 506043510

- ☑ 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

SHIP TO:

2822 Central ave. Augusta,Ga 30909

VENDOR:	WW. Williams
ADDRESS:	2610 AUGUSTA RD. WEST WEST COLUMBIA,SC 29169-4548
PHONE #:	(803) 794-2527
QUOTED BY:	Courtney Stanfield

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Repair #6 Diesel Engine	1	42,079.58	42,079.58		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		1		0.00		0.00		0.00
	TOTAL			42,079.58		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

#6 Diesel Engine Repair

REQUESTED BY: *steve Orton*

APPROVED BY: *Bobby Robinson*

Rev. 4/29/2013

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Steve Orton, P.E.**

CC:

DATE: 3/26/2026

SUBJECT: Repair of #6 Diesel Engine at Raw Water Pump Station

---

The #6 Diesel engine is critical to our back up pumping if the canal was to fail. Without it our pumping ability would be greaStly impacted in case of canal failure. The Equipment Representative has been onsite and evaluated the amount of labor and parts required to return this unit to full operation.

Thank You Steve Orton

W.W.Williams
CONSIDER IT DONE.

GUARANTEED TRUCK SERVICE
a W.W.Williams company

Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

*** Customer Review ***

Item 17.

Date / Time: 3/26/2026 12:
Repair Order: 1846
Customer: 410996
Branch: CBS
Invoice Total: $42,079.58

Charge

Bill To: CITY OF AUGUSTA AP DPT.STE 800
535 Telfair St.
Municipal Bldg 1000
Augusta, GA 30901
Shop: 706-821-2335 Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT.STE 800
1568 Broad St
Augusta, GA 30904-3912

Customer P/O: 0 cstanfield Completion Date:

Unit Number: CACANAL#6 **Make/Model: MTU T1638A33**

Type: Stationary Fire Pump **VIN: 5272003233**

Task: 1 28 **Repair Work** **Department: Gen SVC**

Complaint: THIS ESTIMATE IS TO ARRIVE ONSITE AND COMPLETE THE FOLLOWING.

Cause: ORING FOR SEALING THE WATER CHAMBERS FROM THE OUTSIDE AND INSIDE EXHAUST GAS DUCTING HAVE BECOME PITTED.

Correction:
-REMOVE CHARGE AIR COOLER
-CHECK ALL THE LINER HEIGHTS
-TAKE THE CHARGE AIR COOLER APART -AND HAVE IT CLEANED IN SAVANNAH
-REMOVE THE TURBOS AND EXHAUST MANIFOLD OFF #7 ENGINE AND REINSTALL ONTO THIS ENGINE WITH THE CLEANED PARTS.
-DRAIN ALL COOLANT FROM THE SYSTEM
-PERFORM A THROUGH COOLANT SYSTEM FLUSH
-FILL WITH NEW COOLANT
-TEST RUN UNIT AND VERIFY ALL REPAIRS

Quote

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
	5240110259	RING CARBON SCRAPPER	Part	EACH	1.00	62.08	62.08
	700429085002	O-RING	Part	EACH	2.00	9.25	18.50
	X00004135	GASKET	Part	EACH	2.00	40.87	81.74
	700429253000	O-RING	Part	EACH	16.00	38.17	610.72
	X52404200042	GASKET FOR CYLINDER HEAD	Part	EACH	1.00	104.13	104.13
	735252039000	O-RING	Part	EACH	16.00	5.52	88.32
	5269970045	SEAL RING (SQUARE CU T) CAC OUTLET	Part	EACH	2.00	6.91	13.82
	700429140000	O-RING	Part	EACH	4.00	25.82	103.28
	5240980680	GASKET	Part	EACH	8.00	10.68	85.44
	0289975248	O-RING	Part	EACH	2.00	49.48	98.96
	0259979048	O-RING	Part	EACH	8.00	57.10	456.80
	0299976848	O-RING	Part	EACH	2.00	40.77	81.54
	5262030252	RESTRICTOR	Part	EACH	1.00	68.47	68.47
	X59499101667	O-RING	Part	EACH	9.00	47.79	430.11
	X59499101669	O-RING	Part	EACH	9.00	49.70	447.30
	X00001929	RESTRICTOR	Part	EACH	1.00	64.28	64.28
	700429024000	O-RING	Part	EACH	16.00	3.02	48.32
	700429080001	O-RING	Part	EACH	2.00	9.65	19.30
	700429083000	O-RING	Part	EACH	2.00	11.54	23.08
	5262030352	RESTRICTOR	Part	EACH	1.00	98.79	98.79
	X59420200238	RESTRICTOR	Part	EACH	8.00	33.73	269.84
	700429200002	O-RING	Part	EACH	2.00	15.64	[illegible]
	5501871180	GASKET	Part	EACH	23.00	4.13	[illegible]

226

W.W.Williams
CONSIDER IT DONE.

GUARANTEED TRUCK SERVICE
a W.W.Williams company

Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

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Branch: CBS
Invoice Total: $42,079.58

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Municipal Bldg 1000
Augusta, GA 30901
Shop: 706-821-2335 Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT.STE 800
1568 Broad St
Augusta, GA 30904-3912

Customer P/O: 0 cstanfield Completion Date:

X00009917	GASKET	Part	EACH	4.00	4.22	16.88
700429028005	O-RING	Part	EACH	2.00	2.80	5.60
700429076000	O-RING	Part	EACH	10.00	9.00	90.00
700429070000	O-RING	Part	EACH	8.00	7.73	61.84
0002040791	FILTER ELEMENT	Part	EACH	1.00	99.30	99.30
X52404200052	SEAL RING	Part	EACH	1.00	86.87	86.87
Expenses	SUPPLIES/HOTELS/MATERIALS	Misc		1.00	5,000.00	5,000.00
0000943268	INDICATOR AIR FILTER RESTRISTER	Part	EACH	2.00	97.38	194.76
Freight In	EXPIDITED Freight Inbound	Misc		1.00	1,500.00	1,500.00
Expenses	COOLANT/DI WATER/COOLANT FLUSH	Misc		1.00	3,183.24	3,183.24

Quote

W.W.Williams
CONSIDER IT DONE.

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1568 Broad St
Augusta, GA 30904-3912

Customer P/O: 0 cstanfield Completion Date:

Payment Terms: Net 30

Payment Method
Charge

Totals

Total Parts:	**$3,956.34**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$28,440.00**
Total Miscellaneous:	**$9,683.24**
Invoice Subtotal:	**$42,079.58**
Total Tax:	**$0.00**
Invoiced Total:	**$42,079.58**

Quote

This quote is valid for thirty (30) days from the date of the quotation and unless otherwise indicated on the quote, shall automatically expire at such time. In the event of any future increase or decrease in tariffs, duties, customs fees, import taxes, or similar government-imposed charges (collectively, the "Tariff Changes") directly or indirectly affecting the goods, products, equipment, or services contained herein, W.W. Williams reserves the right to adjust the price of such goods, products, equipment, or services by an amount equal to such increase or decrease upon fifteen (15) days' written notice to Buyer, accompanied by documentation substantiating such Tariff Changes.

Warranty/Terms and Conditions*
W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwwilliams.com/Terms.

Please be advised that our Terms and Conditions have been updated and can be viewed in full at wwwilliams .com/Terms. These updated terms are effective immediately and apply to all current and future transactions.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice.

Signature:_____

Engineering Services Committee

Meeting Date: 04/14/2026

Groundwater and Surface Water Evaluation and Design Improvements Project

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve and award a Engineering Services Agreement with Goodwyn Mills Cawood (GMC) to provide engineering study & evaluation, system modeling, and design services for the Groundwater and Surface Water Evaluation and Design Improvements Project in the amount of $984,000.00. Award is contingent upon receipt of the signed and executed agreement for the Emerging Contaminants, Small and Disadvantaged Communities (ECSDC) Grant approved by the Augusta Commission on November 4, 2025. (GMC is prequalified Engineer under RFQ 24-132.
Background:	Augusta was awarded $3,720,000.00 in grant funding through the ECSDC Grant program to fund activities related to analyzing, evaluating, and designing treatment solutions surrounding identifying PFAS compounds within the drinking water of Augusta, Georgia. Augusta Utilities requested from GMC a proposal to provide engineering services for evaluation and design to preserve Augusta's water production capacity and water quality of the surface water and groundwater treatment plants. GMC provided a proposal targeting nine (9) tasks to model capacity, evaluate the impact area, develop PFAS testing, and provide preliminary design of treatment solutions.
Analysis:	Approval of this agreement will allow AUD to move forward with evaluation, modeling, and the design of treatment solutions required to remedy potential impacts of PFAS within the drinking water system of Augusta.
Financial Impact:	We have reviewed the proposal from GMC and find it to be reasonable. Funding in the amount of $984,000.00 is available from accounts: G/L 516043410-5212115 - J/L 82400050-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with GMC for $984,000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115 - J/L 82400050-5212115.
REVIEWED AND APPROVED BY:	N/A

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.

18-1.

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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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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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

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Sean Barr, Design Engineer
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director - Engineering & Construction
Augusta Utilities Department

DATE: March 19, 2026

SUBJECT: Groundwater and Surface Water Evaluation and Design Improvements Project
Professional Services Justification

It is the Augusta Utilities Department's request that Goodwyn Mills Cawood (GMC) be approved to provide professional services for evaluation and design to preserve Augusta Utilities' production capacity and water quality of surface water treatment plants and groundwater treatment plants.

This work requires evaluation, reporting, and engineering design services for the improvement and capacity preservation of both the surface water and ground water plants following recommendations made by GMC upon completion of their evaluation, condition assessment, and engineering report.

The attached proposal outlines the contractor's services, and AUD has determined that the associated costs are fair and reasonable.

The attached proposal outlines these services, and AUD has determined the associated costs are fair and reasonable. GMC is prequalified under RFQ 24-132, approved by the commission on June 27, 2024.

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

DRAFT

CONSULTANT: GOODWYN MILLS CAYWOOD, LLC.

PROJECT: GROUNDWATER AND SURFACE WATER EVALUATION AND DESIGN IMPROVEMENTS PROJECT

DATE EXECUTED:
DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

DRAFT

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* GOODWYN MILLS CAYWOOD, LLC., a corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

GROUNDWATER AND SURFACE WATER EVALUATION AND DESIGN IMPROVEMENTS PROJECT

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.

DRAFT

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.

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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.

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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

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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.

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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.

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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

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The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

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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 WORKPLACE

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.

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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.

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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:

Goodwyn Mills Cawood, LLC
801 Broad St, Suite 900
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,

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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.

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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]

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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**

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE:_____

CONSULTANT:

Goodwyn Mills Cawood, LLC

BY:_____

PRINTED NAME: Marvin Pierre

AS ITS: Senior Project Manager

ATTEST:

_____

PRINTED NAME: Rhonda Davis

AS ITS: Augusta Office Lead

DATE:_____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

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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 this 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.

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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.

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ATTACHMENT A – SCOPE OF SERVICES

Refer to the attached proposal to provide engineering services

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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.

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.

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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:

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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.

Refer to the attached proposal to provide engineering services

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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.

DRAFT

☑ 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.

DRAFT

AUGUSTA UTILITIES DEPARTMENT

BY:_____

PRINTED NAME:_____

TITLE: DIRECTOR

DATE:_____

CONSULTANT: Goodwyn Mills Cawood, LLC

BY:_____

PRINTED NAME: Marvin Pierre

TITLE: Senior Project Manager

DATE:_____

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

DRAFT

BEST AND FINAL FEE PROPOSAL

Refer to the attached proposal to provide engineering services

DRAFT

Goodwyn Mills Cawood

801 Broad St
Ste 900
Augusta, GA 30901

T (706) 303-3272

www.gmcnetwork.com

January 30, 2026

Mr. Chad Hendrix, PE
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

RE: PFAS Treatment Evaluation and Design
Letter Proposal to Provide Engineering Services

Dear Mr. Hendrix:

Goodwyn Mills Cawood (GMC) thanks you for the opportunity to submit this proposal to provide engineering services for the referenced project. Accordingly, we have prepared the following scope, fee, and schedule for your review and consideration.

PROJECT UNDERSTANDING

Augusta Utilities Department (AUD) owns and operates the water distribution system that serves the residents and businesses of Augusta-Richmond County and Fort Gordon. Water treatment is handled by two (2) surface water treatment plants - Highland Avenue Water Treatment Plant (HAWTP) and Max Hicks Water Treatment Plant (Hicks) - and three (3) groundwater treatment plants. All combined, the surface water and groundwater treatment plants deliver approximately 42 MGD of potable water.

This proposal focuses on both of the surface water treatment plants, as well as two (2) of the groundwater treatment plants - Groundwater Plant No. 1 (GWP #1) and Groundwater Plant No. 2 (GWP #2). Some of the wells for the groundwater plants have high levels of PFAS that well exceed the USEPA PFAS concentration in drinking water.

This project seeks to preserve AUD's existing production capacity while evaluating the most cost-effective treatment solution for AUD's water system. This will include both surface water and groundwater. This effort will be executed by the GMC Team which includes our subconsultant, Arcadis.

The GMC Team will perform and/or provide the following:

PROJECT GOALS

1. Source Water Evaluation and Bench- and/or Pilot-Scale Testing:
    a. Determine water quality through existing water quality data or

additional recommended sampling at each well and surface water site.

b. Perform treatability testing on specific water laden with PFAS (and other contaminants) to better understand treatability as well as repercussions on capital and operational costs.

2. Groundwater Evaluation: Determine the area of impacted groundwater through desktop hydrogeologic investigation. Consider well relocation.
3. Capacity Evaluation: Determine the firm capacity of each SWTP's capacity of each process and areas that can be high-rated to improve plant capacity.
4. Treatment Solution(s): Develop up to three viable solutions to preserve capacity while treating PFAS concentrations below the MCL of 4 ng/L.
5. Hydraulics Evaluation: Determine operational scenarios using an updated computational hydraulic model that may be needed to shift production in response to PFAS.
6. Basis of Design Report and Preliminary Design:
    a. Develop a Basis of Design Report (BoDR) that outlines the desired solution meeting GAEPDs requirements.
    b. Create a Preliminary Design (30% Design) that presents the project's basic layout and main features for PFAS treatment of the groundwater.
7. GEFA Funding: Assist with the GEFA Project Application.

BASIC SCOPE OF SERVICES

TASK 1: PFAS TESTING AND TREATMENT

1. Existing Water Quality Data Review:
    a. Outline Georgia Environmental Protection Division compliance and design requirements.
    b. Review existing water quality data and ascertain if additional sampling is required.
    c. If additional analytes are required, Additional Sampling and Analysis (A1) can be conducted to collect either monthly or bi-weekly for a period up to three months based on project need. Locations will be determined based on project approach and agreed upon with AUD in advance. of raw and finished water quality samples. Samples will be analyzed by Georgia certified laboratories.
    d. Analytes could include:
        i. Raw, process and/or treated Water PFAS (U.S. EPA Method 537.1 (v2) or Method 533), pH, Alkalinity, Conductivity, Calcium, Chloride, Sulfate, Iron, Manganese, Hardness
        ii. Total Dissolved Solids, Total Organic Carbon
    e. Draft a technical memorandum (TM1.1) that summarizes findings of the Existing Water Quality Data Review task.
    f. Present findings to AUD in a one-hour workshop.

2. Treatment Technologies Overview:
    a. Using the data captured during the Existing Water Quality Data Review and Additional Sampling and Analysis (A1), the GMC Team will evaluate available treatment options for the water treatment plants. Sub-tasks include:
        i. Site Evaluation: Conduct site visits at both groundwater treatment plants and surface water treatment plants to assess existing treatment processes, equipment, and infrastructure. Meet with personnel to gather insights on operational challenges and priorities for each facility.
        ii. Identification of Treatment Alternatives: Evaluate treatment options based on site-specific conditions. Due to concentrations reported under UCMR 5, the GMC Team recommends assessing Granular Activated Carbon (GAC) and anion exchange (AIX) media.

3. Bench Scale Testing:
    a. Based on the Treatment Technologies evaluated, perform site specific testing for selected technologies which include:
        i. To support the Treatment Technologies Overview, the GMC Team proposes to subcontract to EPS Laboratory (A2) to conduct up to eight RSSCTs to confirm removal efficacy and gauge bed volumes for up to four absorptive medias (i.e., GAC and AIX) for each of the groundwater treatment plants.
        ii. Draft a technical memorandum (TM1.2) that summarizes findings of the RSSCT Bench Scale Testing
        iii. Present findings to AUD in a one-hour workshop.

4. Technical Memorandum 1 (TM1):
    a. Develop a comprehensive technical report summarizing:
        i. Existing Water Quality Data Review
        ii. Additional Sampling and Analysis
        iii. Treatment Technologies Overview
        iv. Bench Scale Testing
        v. Multi-Criteria Assessment (MCA): Perform a detailed evaluation of treatment alternatives using the following criteria: PFAS removal efficiency, Capital and operational costs, Operational complexity and maintenance requirements, Residual management considerations, Compatibility with existing infrastructure, and Compliance with regulatory and finished water goals.
        vi. Cost Analysis: Develop cost estimates for each viable

treatment alternative including equipment and installation costs, annual operating expense, and conduct a life cycle cost analysis to score each option for evaluation by AUD.

vii. Recommended treatment solution(s) and implementation plan

viii. The GMC Team will present the findings and recommendations to stakeholders during a virtual and/or hybrid meeting.

TASK 2a: GROUNDWATER IMPACT AREA MODEL

1. Desktop Hydrogeological Analysis:
    a. The GMC Team will use a proprietary vulnerability assessment tool to assess if PFAS has been detected in nearby sources or if existing facilities are close to potential PFAS contamination sites. The tool utilizes client specific data and publicly available information that integrates geospatial data and historical contamination records. The GMC team proposes to use this tool to assess the AUD service area to determine potential impact areas and opportunities for new groundwater sources.
    b. The GMC Team will conduct a desktop analysis of the aquifer(s) to evaluate hydrogeological conditions, flow patterns, and potential pathways identified via the vulnerability tool. Tasks include:
        i. Review available data and published reports, to include, but not limited to: existing well logs, ground water models, pump tests, and water quality data. Import data into a GIS –based system.
        ii. Identify and characterize the aquifer(s), including hydraulic properties, recharge potential, potential sources of contamination, and water quality.
        iii. Assess potential impacts of additional groundwater development on existing wells and aquifers.
        iv. Identification of Potential Well Sites and Aquifers
        v. Summarize applicable regulatory requirements for groundwater development, including permits and environmental review.

2. Technical Memorandum 2 (TM2):
    a. Develop a comprehensive technical report summarizing the findings of the study and includes recommendations for next steps (e.g. filed investigations, test drilling, permitting, or additional analysis).

TASK 2b: HYDROGEOLOGIST ALLOWANCE

1. It is possible that a hydrogeologist will be commissioned to perform a non-intrusive desktop study focusing on groundwater viability in Augusta, GA. The consultant will analyze regional lithology, GA EPD well records to provide estimated yields, evaluate existing wells, and potential drilling locations to relocate or redrill wells. The final report will assess potential contamination risks, natural mineralization (like iron or acidity), and regulatory setbacks. Ultimately, the final report will deliver a "Go/No-Go" recommendation for existing well modifications and future development. An allowance is provided in the scope for this task in the event that commissioning a hydrogeologist is necessary.

TASK 3: WATER PLANT CAPACITY EVAULATION

1. Process Evaluation:
    a. The GMC Team will request a list of plant specific information, conduct a site visit under the supervision of plant operators, and visually inspect critical infrastructure and equipment for functionality and condition.
    b. GMC will evaluate data provided by the City and begin to determine the available capacity of each unit process. The capacity evaluation consists of two (2) portions, treatment performance and hydraulic level of service.

2. Technical Memorandum 3 (TM3):
    a. Develop a comprehensive technical report summarizing the findings of the ground and surface water plant capacity evaluation.

TASK 4: TREATMENT SOLUTIONS

1. Alternatives Analysis:
    a. Develop up to three viable solutions to preserve capacity while treating PFAS concentrations below the MCL of 4 ng/L.
    b. Includes SWTP, GWTP and system recommendations along with capital and operational expenditures.
2. Technical Memorandum 4 (TM4):
    a. Develop a comprehensive technical report summarizing the findings of the alternatives analysis.

TASK 5: HYDRAULIC ANALYSIS

1. Request information and model from AUD in a Request for Information letter.
2. Update existing AUD model with any new GIS assets added since the last model update.
3. Add well supply infrastructure and hydraulics to the model if not present.

4. Meet with AUD staff to discuss any anecdotal information that needs to be included in the model:
    a. AUD staff to provide any necessary field measurements such as typical pressures at well head or operational rules.
    b. GMC can supply up to two (2) hydrant pressure monitors if necessary.
5. Perform up to two (2) site visits to critical infrastructure to verify measurements, operation, and/or layout.
6. Verify Model calibration from data provided by AUD.
7. Update model demands based upon recent billing and production records.
8. Develop modeling scenarios to incorporate treatment alternatives, storage alternatives and shifts in supply from various sources
9. Run water quality simulations to determine dilution of PFAS in the distribution system.
10. Technical Memorandum 5 (TM5):
    a. Develop a comprehensive modeling report summarizing the model update, scenarios and findings of the modeling effort.
    b. Deliver updated model (in EPANet or PCSWMM) to AUD

TASK 6: BASIS OF DESIGN REPORT AND PRELIMINARY DESIGN

1. All project inputs and recommendations are documented in a Basis of Design Report that is developed and revised as necessary. This is intended to be a summary of all project inputs, assumptions, and recommendations that are memorialized and can be referenced at any time to understand why a particular decision was made. This document will include all collected data, results from analyses, recommendations of PFAS treatment or mitigation, and detailed cost estimates.
2. The Preliminary Design Phase refers to the initial phase of the design process where the basic layout and scope of the project are established, but the design details and specifications are not fully developed. During this stage, the team will typically create a conceptual design that outlines the proposed project's main features. The Preliminary Design will present recommended improvements to address high levels of PFAS in the groundwater.

TASK 7: GEFA PROJECT APPLICATION ASSISTANCE

1. The GMC Team will assist with the project funding through GEFA's WIIN grant. This includes providing project information like reports, cost estimates, and other supporting elements for the GEFA Application.

ASSUMPTIONS AND EXCLUSIONS

1. Groundwater Plant No. 3 (GWP #3) excluded from scope, as PFAS levels have not been an issue at this plant.

SCHEDULE:

The GMC Team anticipates the following preliminary schedule:

Basic Services Schedule

Phase	Duration
Task 1 – PFAS Testing and Treatment	26 weeks
Task 2a – Groundwater Impact Area Model	8 weeks
Task 2b – Hydrogeologist Allowance	8 weeks[1]
Task 3 – Water Plant Capacity Analysis	8 weeks
Task 4 – Alternatives Analysis	6 weeks
Task 5 – Hydraulic Analysis	8 weeks
Task 6 – Basis of Design Report and Preliminary Design	16 weeks
Task 7 – GEFA Project Application Assistance	As Needed

[1]Assumes commissioning a hydrogeologist is necessary.

PROJECT FEES:

The following summary provides a lump sum fee breakdown for each phase. Reimbursable expenses have been included in the total amount. Invoicing for the project will be submitted to AUD on a monthly basis as the work progresses. The Basic Scope of Services project fees are summarized as follows:

Basic Services Fee

Task 1 – PFAS Testing and Treatment[2]	$ 175,000
Task 2a – Groundwater Impact Area Model	$ 65,000
Task 2b – Hydrogeologist Allowance	$ 50,000
Task 3 – Water Plant Capacity Analysis	$ 57,000
Task 4 – Alternatives Analysis	$ 36,000
Task 5 – Hydraulic Analysis	$ 88,000
Task 6 – Basis of Design Report and Preliminary Design	$ 475,000
Task 7 – GEFA Project Application Assistance	$ 38,000
Total	**$ 984,000**

[2]Assumes 150 samples at $220/sample and 150 samples at $50/sample and assumes $2,900/RSSCT and 10 samples/RSSCT at $240/sample.

Additional Services, if ordered by AUD, will be billed on a time and material (T&M) basis in accordance with GMC's attached Rate and Fee Schedule. Resident Inspection Services, if required, would be billed on an hourly basis in accordance with the attached rate schedule.

PAYMENT TERMS:
Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date and is considered past-due thereafter.

We appreciate the opportunity to work with AUD over the course of this project, and trust our proposal is consistent with your expectations. Your signature on the line below will provide our Notice-to-Proceed and authorize GMC to commence work on the scope as stated herein. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely,
GOODWYN MILLS CAWOOD, LLC.



Tony Reid, PE, BCEE
Vice President

Proposed Project: PFAS Treatment Evaluation and Design

Authorized By: _____

Date: _____

Rate and Fee Schedule

Hourly Rates

Executive Vice President	$ 255.00
Senior Vice President	$ 225.00
Vice President	$ 210.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	$ 225.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	$ 210.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	$ 190.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	$ 175.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	$ 150.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	$ 135.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	$ 105.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 150.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 135.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	$ 95.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	$ 75.00
Executive Administrative Assistant	$ 115.00
Administrative Assistant II	$ 95.00
Administrative Assistant I	$ 75.00
Field Survey:	
Survey Crew (four-man survey crew)	$ 340.00
Survey Crew (three-man survey crew)	$ 270.00
Survey Crew (two-man survey crew)	$ 200.00
Field Tech III	$ 115.00
Field Tech II	$ 85.00
Field Tech I	$ 70.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	$0.70 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus five percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus five percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	$0.10/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	$0.10/ sheet (8.5 x 11) $0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	$0.15/ sf
In-House Color reprographic services (large format)	$0.20/ sf
GPS equipment	$250.00 per day

Engineering Services Committee

Meeting Date: April 14, 2026

Evaluation and Repair of Distribution System Valves and Hydrants Program (RFP 25-190)

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter into a professional services contract with Hydromax USA, LLC to facilitate the Evaluation and Repair of Distribution System Valves and Hydrants Program for the Utilities Department (RFP 25-190).
Background:	Augusta Utilities maintains a drinking water distribution system with thousands of valves and hydrants of varying sizes, ages, and conditions that are essential to reliable service and system control. To support operational readiness, the proposed Evaluation and Repair of Valves and Hydrants Program will implement a proactive maintenance approach by inventorying and documenting key asset data such as location, condition, and operability. The program will also include targeted field evaluations and repairs to improve functionality and ensure these critical components perform as needed during both routine operations and emergencies.
Analysis:	Hydromax USA, LLC was selected via Request for Proposal (RFP) process facilitated by the Procurement Department with final selection made by a proposals evaluation committee.
Financial Impact:	Funding in the amount of $351,725.00 is available from account: G/L 516043410-5212115; J/L 82400050-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Hydromax USA, LLC for $351,175.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115; J/L 82400050-5212115.
REVIEWED AND APPROVED BY:	N/A

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, July 1, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 871 7092 0901; Passcode: 25190** furnishing:

RFP Item #25-190 **Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA – Augusta Utilities Department**

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

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

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

Pre-Proposal Conference will be held on Monday, June 16, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 868 6215 2635; Passcode: 25190.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, June 17, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	May 22, 29, 2025 and June 5, 12, 2025
Metro Courier	May 22, 2025

Revised:10/02/24

RFP Opening: RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA –
Augusta Utilities Department
RFP Due: Tuesday, July 15, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 438
Georgia Procurement Registry: 867
Pre-Proposal Conference Attendees: 8
Total packages submitted: 2
Total Non-compliant: 0

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Xylem Dewatering Solutions Inc., dba Wachs Water Service 84 Floodgate Road Bridgeport, NJ 08014	YES	YES	135744	YES	YES	YES	YES
Hydromax USA LLC 3700 River Walk Drive, Suite 145 Flower Mound, TX 75028	YES	YES	810183	YES	YES	YES	YES

Evaluation Sheet
RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA – Augusta Utilities Department
RFP Due: Tuesday, July 15, 2025 @ 11:00 a.th @ m.
Evaluation Meeting: Thursday, August : p.m. (Via Zoom)

Vendors			Xylem Dewatering Solutions Inc., dba Wachs Water Service 84 Floodgate Road Bridgeport, NJ 08014	Hydromax USA LLC 3700 River Walk Drive, Suite 145 Flower Mound, TX 75028	Xylem Dewatering Solutions Inc., dba Wachs Water Service 84 Floodgate Road Bridgeport, NJ 08014	Hydromax USA LLC 3700 River Walk Drive, Suite 145 Flower Mound, TX 75028
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
2. Qualifications & Experience	(0-5)	20	5.0	4.8	100.0	95.0
3. Organization & Approach	(0-5)	15	5.0	4.5	75.0	67.5
4. Scope of Services: Experience and approach to the Scope of Services included in Section Two (2) - Specific functions of the Program to include details on experience with the following functions: 1) Locate Program Water Assets 2) Identity Assets 3) Clean Out Valve Box/Vault 4) Valve Exercising 5) Accessing Valves 6) Operational Testing 7) Minor Repairs	(0-5)	25.0	5.0	5.0	125.0	125.0
5. Financial Stability	(0-5)	5.0	5.0	5.0	25.0	25.0
6. Schedule of Work	(0-5)	5.0	5.0	4.5	25.0	22.5
7. References	(0-5)	5.0	5.0	4.3	25.0	21.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			30.0	28.0	375.0	356.3
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
9. Q&A Response to Panel Questions	(0-5)	5			0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						
Lowest Fees	5	10		5.0	0.0	50.0
Second	5	6	5.0		30.0	0.0
Third	5	4			0.0	0.0
Forth	5	2			0.0	0.0
Fifth	5	1			0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	30.0	50.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score (Maximum point is 500)			35.0	33.0	405.0	406.3

Internal Use Only

Evaluator: Cumultive Date: Phase I - 8/28/25

Procurement DepartmentRepresentative:_____Nancy Williams_____
rocurement Department Completion Date: Phase I - 8/28/25

Augusta GEORGIA

UTILITIES DEPARTME...

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

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

FROM: Chad Hendrix, P.E., Assistant Director
Utilities Department

DATE: March 31, 2026

SUBJECT: **RFP Item #25-190 Recommendation of Award**
Evaluation and Repair of Distribution System Valves and Hydrants Program

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Augusta Utilities has reviewed the two (2) proposals for the above referenced RFP and concurs with the evaluation committee's findings that *Hydromax USA, LLC* provided the top ranked proposal package.

Hydromax USA, LLC provided a fee proposal of $ 351,725.00, which the Utilities Department has secured funding for this proposed contract within the following account:

G/L 516043410-5212115
J/L 82400050-5212115

I concur with the recommended award of RFP Item #25-190 to the leading proposal package submitter, Hydromax USA, LLC in the amount of $ 351,725.00.

Evaluation Sheet
RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA – Augusta Utilities Department
RFP Due: Tuesday, July 15, 2025 @ 11:00 a.th @ m.
Evaluation Meeting: Thursday, August : p.m. (Via Zoom)

Vendors			Xylem Dewatering Solutions Inc., dba Wachs Water Service 84 Floodgate Road Bridgeport, NJ 08014	Hydromax USA LLC 3700 River Walk Drive, Suite 145 Flower Mound, TX 75028	Xylem Dewatering Solutions Inc., dba Wachs Water Service 84 Floodgate Road Bridgeport, NJ 08014	Hydromax USA LLC 3700 River Walk Drive, Suite 145 Flower Mound, TX 75028
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
2. Qualifications & Experience	(0-5)	20	5.0	4.8	100.0	95.0
3. Organization & Approach	(0-5)	15	5.0	4.5	75.0	67.5
4. Scope of Services: Experience and approach to the Scope of Services included in Section Two (2) - Specific functions of the Program to include details on experience with the following functions: 1)Locate Program Water Assets 2)Identity Assets 3)Clean Out Valve Box/Vault 4)Valve Exercising 5)Accessing Valves 6)Operational Testing 7)Minor Repairs	(0-5)	25.0	5.0	5.0	125.0	125.0
5. Financial Stability	(0-5)	5.0	5.0	5.0	25.0	25.0
6. Schedule of Work	(0-5)	5.0	5.0	4.5	25.0	22.5
7. References	(0-5)	5.0	5.0	4.3	25.0	21.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			30.0	28.0	375.0	356.3
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
9. Q&A Response to Panel Questions	(0-5)	5			0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						
Lowest Fees	5	10		5.0	0.0	50.0
Second	5	6	5.0		30.0	0.0
Third	5	4			0.0	0.0
Forth	5	2			0.0	0.0
Fifth	5	1			0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	30.0	50.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score (Maximum point is 500)			35.0	33.0	405.0	406.3

Internal Use Only

Evaluator: Cumultive **Date: Phase I - 8/28/25**

Procurement DepartmentRepresentative:_____Nancy Williams_____
rocurement Department Completion Date: Phase I - 8/28/25

Xylem Inc.
c/o Wachs Water Services
301 Water Street SE, Suite 200
Washington, DC 20003

National Water Service
7249 Mink Hollow Rd
Highland, MD 20777

Carroll Water Systems
14150 Parkeast Cir #135
Chantilly, VA 20151

Tennessee American Water
109 Wiehl Street
Chattanooga, TN 37403

R & G Water Systems
1009 S Main Street
Hampstead, MD 21074

Newterra Corporation
1555 Coraopolis Heights Road
Ste 4100
Coraopolis, PA 15108

Wachs Water Services
1959 Parker Ct #D
Stone Mountain, GA 30087

Valve Solutions Inc.
1205 Alpha Dr
Alpharetta, GA 30004

Georgia Hydrant Services
2404 Lance Ct
Loganville, GA 30052

Ferguson Waterworks
4188 Frontage Rd
Augusta, GA 30909

Fortline Waterworks
1628 Barton Chapel Rd
Augusta, GA 30909

HSC
2722-A Mike Padgett Hwy
Augusta, Ga 30906

Wes Byne
Augusta Utilities

Chad Hendrix
Augusta Utilities

Phyllis Johnson
Compliance

RFP Item #25-190
Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA-Utilities Department
RFP Due: Tues, 7/1/25 @ 11:00 a.m.

RFP Item #25-190
Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA-Utilities Department
Mail Date: 5/22/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, May 23, 2025 5:04 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000126

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000126
Event Title: 25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program
Event Type: Non-State Agency

Process Log
2025/05/23 16:57:57 : Log starts for - 29058234 - EVENT_RELEASE_TO_SUPL
2025/05/23 16:58:01 : Email Process Log for the Event#: PE-72155-NONST-2025-000000126
2025/05/23 16:58:01 : Email Batch# 2505232360
2025/05/23 16:58:01 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/05/23 16:59:15 : Bad Email not sent to tworiversrc&d@hotmail.com of TWO RIVERS RESOURCE CONSERVATION &
2025/05/23 17:02:16 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2025/05/23 17:03:53 : Total No of Contacts found for sending Email: 867
2025/05/23 17:03:53 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000126&sourceSystemType=gpr20

05/23/2025 05:03:53 PM

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

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
Ascension Engineers & Consultants, Inc.	06/30/2025
Dodge Data	05/23/2025
Hydromax USA	07/01/2025
Keller America Inc.	07/10/2025
Onvia, Inc. - Content Department	05/23/2025

Add Supplier

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.

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

DRAFT

CONSULTANT: Hydromax USA, LLC

PROJECT: Evaluation and Repair of Distribution System Valves and Hydrants Program

DATE EXECUTED:

DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

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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* Hydromax USA, LLC., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Evaluation and Repair of Distribution System Valves and Hydrants Program

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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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:

Hydromax USA, LLC
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

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.

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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]

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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**

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE:_____

CONSULTANT:

_____

BY:_____

PRINTED NAME:_____

AS ITS: Principal

ATTEST:

_____

PRINTED NAME:_____

AS ITS: Principal

DATE:_____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

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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.

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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.

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ATTACHMENT A – SCOPE OF SERVICES

***Please see the attached Proposal from Hydromax USA, LLC in response to RFP 25-190 dated July 1, 2025.**

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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.

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.

***Please see the attached Proposal from Hydromax USA, LLC in response to RFP 25-190 dated July 1, 2025.**

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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:

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***Please see the attached Proposal from Hydromax USA, LLC in response to RFP 25-190 dated July 1, 2025.**

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.

***Please see the attached Proposal from Hydromax USA, LLC in response to RFP 25-190 dated July 1, 2025.**

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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.

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☐ 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.

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AUGUSTA UTILITIES DEPARTMENT	**CONSULTANT**
BY:_____	BY:_____
PRINTED NAME:_____	PRINTED NAME:_____
TITLE: **DIRECTOR**	TITLE: Principal
DATE:_____	DATE:_____

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

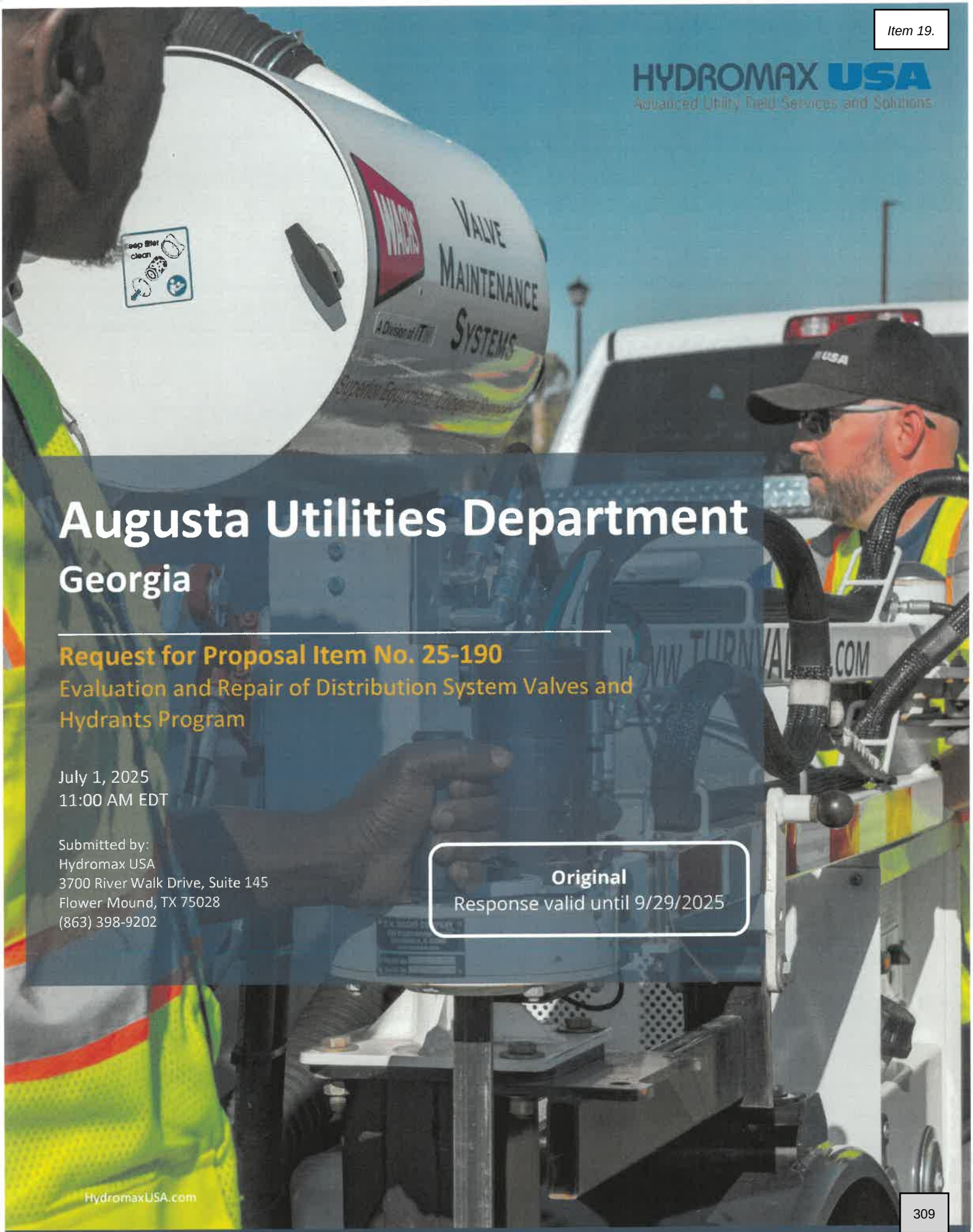
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BEST AND FINAL FEE PROPOSAL

***Please see the attached Proposal from Hydromax USA, LLC in response to RFP 25-190 dated July 1, 2025.**

DRAFT

HYDROMAX USA
Advanced Utility Field Services and Solutions



Augusta Utilities Department

Georgia

Request for Proposal Item No. 25-190

Evaluation and Repair of Distribution System Valves and Hydrants Program

July 1, 2025
11:00 AM EDT

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028
(863) 398-9202

Original
Response valid until 9/29/2025

HydromaxUSA.com

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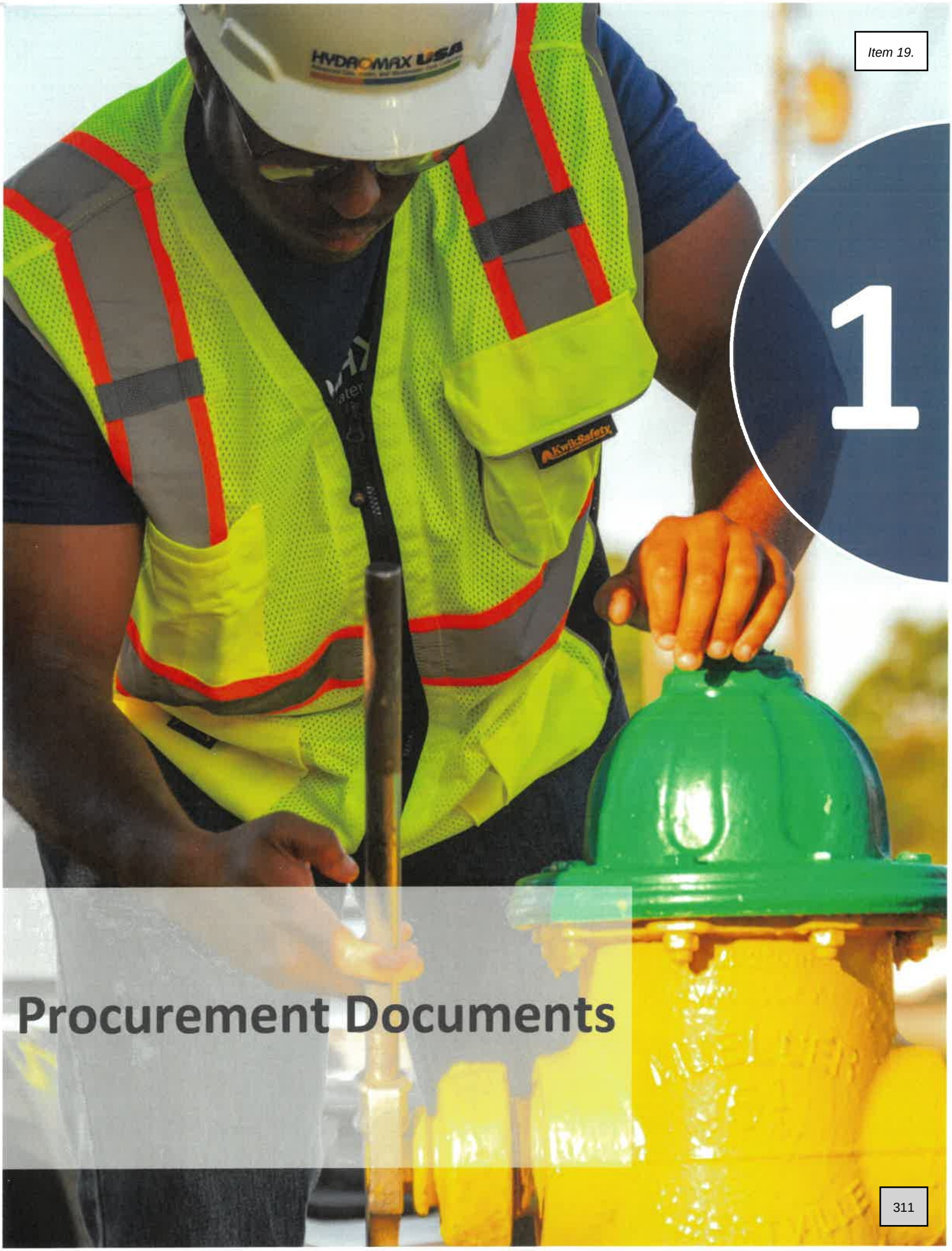
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Thank you for considering us!



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Procurement Documents

Section 1. Procurement Documents

All documents required under the Augusta Procurement regulations and procedures, properly executed, and notarized as required. The notary seal shall be visible on the original AND all copies.

Hydromax USA has completed and notarized the following documents as required:

- Attachment B
- Systematic Alien Verification for Entitlements (SAVE) Program
- Trade Secret Status Affidavit

The completed procurement documents are provided in the Appendix.



Letter of Interest

Section 2. Letter of Interest

Proposer should identify the RFP subject, name, and title of contact person, address, telephone number, fax number, email address, and date of submission. The purpose of the Letter of Interest is to provide a description of the Vendor's ability to meet the requirements of the RFP.

a. A brief statement of the Proposer's understanding of the services to be performed.

b. The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

July 1, 2025

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

RE: RFP Item No. 25-190 / Evaluation and Repair of Distribution System Valves and Hydrants Program

Dear Members of the Selection Committee,

On behalf of Hydromax USA, I am pleased to submit our qualifications and pricing for the Evaluation and Repair of Distribution System Valves and Hydrants Program. Our team has completed a thorough review of the RFP and fully understand and acknowledge all terms and conditions as set forth. With our highly skilled team, extensive experience delivering similar programs, and strong regional presence, Hydromax USA is uniquely positioned to support Augusta Utilities Department (AUD) in implementing this vital program.

Since our founding in 2003, Hydromax USA has earned a reputation for utilities enhance operational efficiency, protect critical infrastructure, and optimize resource allocation. Our innovative solutions and dedicated team are committed to delivering reliable, essential services that empower communities to thrive. We bring unparalleled expertise to this project, backed by a proven track record:

- **Comprehensive Experience:** Our crews have assessed over **1.6 million valves,** tested and maintained more than **500,000 fire hydrants**, flushed over 50,000 miles of pipelines, and collected **95 million data points** for leading utilities like Houston Water, Metro Water, Orange County, Tulsa, and Daytona Beach.
- **Regional Project Expertise**: Our project manager, John Vasarella, brings more than 25 years of industry experience. He has successfully led similar valve and hydrant projects across the Southeast Region, including Forsyth County Utilities, Henrico County, Portsmouth, Raleigh, and Virginia Beach.
- **Advanced Capabilities**: Beyond valve assessment and maintenance, we offer expertise in pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections—delivering a holistic view of buried infrastructure for strategic decision-making.

- **Data-Driven Solutions**: As an Esri Silver Partner, our 70+ full-time GIS professionals specialize in client information management, program analytics, and customized reporting. Our proven processes for progress tracking, risk management, and quality assurance ensure seamless project execution.

Hydromax USA is committed to AUD and the success of this program. As part of this program, Hydromax USA will provide trained crews, vehicles, and equipment, bolstered by proven processes and tools to deliver the following services in support of AUD's goals and objectives:

- Perform valve assessments following AWWA M44 guidelines to locate assets, optimize system valve performance, minimize service disruptions, mitigate risks, reduce valve O&M costs, and extend asset life.
- Conduct fire hydrant testing and maintenance in accordance with AWWA M17 standards to enhance firefighting capabilities, evaluate hydrant performance, ensure regulatory compliance, minimize water loss, extend asset life, and reduce hydrant O&M costs.
- Deliver additional services as needed, including GIS support, leak detection and correlation, construction assistance and repairs.
- Provide a comprehensive, web-hosted project management dashboard offering real-time updates and actionable insights to enhance CMMS database for continuing maintenance activities.
- Partner with AUD to develop and implement a comprehensive communications campaign that highlights project goals, the positive community impact, and shared commitment to delivering success.

AUD can trust Hydromax USA to deliver exceptional outcomes through our unwavering commitment to safety, quality, reliability, and innovation. We are excited about the opportunity to partner with AUD to support its infrastructure goals and drive long-term system performance. Should you have any questions about the proposal, please do not hesitate to contact me directly at (813) 305-6610 or shane.majetich@hydromaxusa.com.

Thank you for considering Hydromax USA. We look forward to the opportunity to support your efforts.

Respectfully,

Shane Majetich SM

Vice President / Water & Wastewater

Corporate Officers & Authorized Representatives:
Chris Jensen, Chief Executive Officer
Michael Farmer, Chief Financial Officer
Corporate Headquarters: 3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028
Phone: (863) 398-9202 / FAX: (817) 887-2317 / Email: Andrew.Apgar@HydromaxUSA.com



3

Qualifications & Experience of the Firm

Section 3. Qualifications & Experience of the Firm

Provide the company's primary business interest and/or operations including organization and affiliations. Firm's History, Staff Experience & Resumes – All proposers shall provide a brief history of the firm including staff member's experience, resumes and accomplishments which are relevant to the scope of work stated in this proposal. Include all subcontractors that are to be utilized by your company to perform the scope of services listed in this RFP. Provide a biographic overview of the Company's key principals.

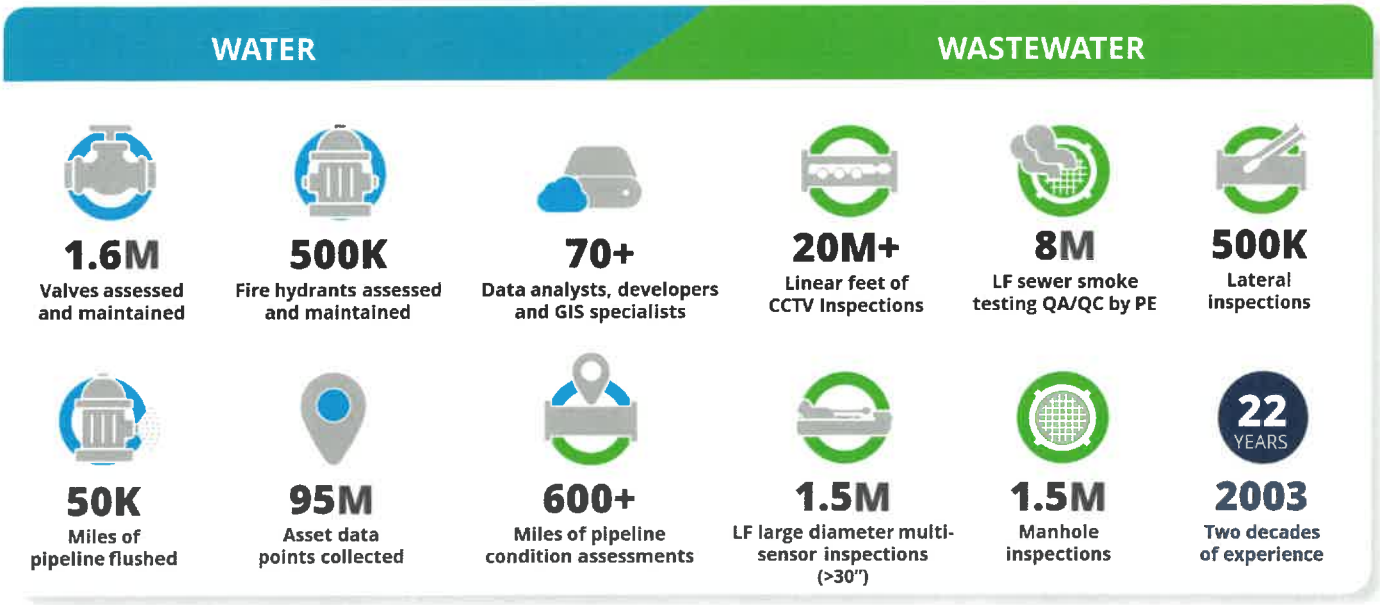
Firm History

Hydromax USA, headquartered in Flower Mound, Texas, has been a trusted industry leader for over 22 years. The company is owned by Industrial Group Partners, a San Francisco-based private investment partnership that has raised over $3.4 billion in capital since its inception in 1997. Hydromax USA's strong financial foundation is supported by a consistent track record of performance and strategic investments in innovative technologies and infrastructure solutions. This stability enables the company to confidently deliver large-scale projects, foster long-term partnerships, and continually expand its capabilities across utility and municipal markets. With disciplined financial management and a commitment to safety and operational excellence, Hydromax USA is well-positioned to meet the evolving needs of clients such as AUD while driving sustainable growth and resilience in a dynamic industry.

Firm Qualifications

Since our founding in 2003, Hydromax USA has earned a reputation for helping water and wastewater utilities enhance operational efficiency, protect critical infrastructure, and optimize resource allocation. Our innovative solutions and dedicated team are committed to delivering reliable, essential services that empower communities to thrive. We bring unparalleled expertise to this project, backed by a proven track record on similar projects.

- Comprehensive Experience: Our crews bring unmatched expertise, having **assessed over 1.6 million valves**, **tested and maintained more than 500,000 fire hydrants, flushed over 50,000 miles of pipelines**, **completed nearly 50,000 test-cuts and shutdowns**, and **collected more than 95 million data points**. We've delivered proven results for leading utilities such as DC Water, Houston Water, Nashville Metro Water Services, and WSSC Water. These project references highlight our ability to enhance valve and hydrant operability, implement effective unidirectional flushing (UDF) programs, and leverage industry-leading GIS tools and project management dashboards to ensure successful execution and measurable outcomes.
- Value-Added Advanced Capabilities: In addition to valve assessment, fire hydrant testing and maintenance, and UDF/flushing services, we provide comprehensive expertise in pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections. These services deliver a holistic understanding of buried infrastructure to support informed, strategic decision-making.



- Data-Driven Solutions: As an **Esri Silver Partner**, our **70+ full-time GIS professionals** specialize in client information management, program analytics, and customized reporting. Our proven processes for progress tracking, risk management, and quality assurance ensure seamless project execution.
- Infrastructure Repair Expertise: Hydromax USA brings extensive experience in valve and hydrant repairs, including valve raising, realignment, operating nut replacement, and fire hydrant upper/lower barrel repairs and extensions.
- Construction Management Support Capabilities: Our team recently supported major infrastructure projects for the City of Houston, including replacement of a 36-inch WWTP check valve, repair of a 42-inch plug valve, and actuator replacements for 42-inch and 48-inch valves.

Our Team

Hydromax USA is a national professional services firm with over 550 dedicated employees serving water, wastewater, and gas utilities across the country. This is our core focus—our team delivers valve, hydrant, and pipeline inspection services every day. We have the expertise, workforce, and resources to successfully execute this program and are well-positioned to provide additional solutions and support for AUD.

At Hydromax USA, our greatest asset is our people. We rely on their deep knowledge and field experience to drive superior results. **The team assembled for this project brings over 200 years of combined industry experience**—ensuring proven leadership, technical excellence, and a commitment to service delivery.

Corporate Principal Resumes



Chris Jensen

Chief Executive Officer

Chris Jensen is an accomplished business leader and currently serves as Chief Executive Officer, bringing more than 25 years of executive and operational leadership to the role. With a strong background in engineering and field services, Chris has held senior roles across the utility, infrastructure, and environmental services sectors, leading organizations through periods of transformation and growth. His experience spans private equity-backed companies and large-scale operations, where he has driven strategic initiatives, expanded market presence, and cultivated high-performing teams. As CEO, Chris is focused on accelerating innovation, enhancing customer value, and positioning the company for long-term, sustainable success. Known for his collaborative leadership style and results-driven approach, Chris partners closely with executive teams and stakeholders to deliver meaningful impact across the enterprise.



Michael Farmer

Chief Financial Officer

Michael is a seasoned financial executive and currently serves as Chief Financial Officer, bringing over 25 years of accounting and finance experience to the role. His background includes leadership within public companies, international assignments, and more than 15 years of expertise supporting field services organizations. Michael has a proven track record of driving financial transformation, implementing enterprise-wide ERP systems, and building high-performing teams that deliver operational and strategic value. As CFO, he has led initiatives to optimize cash flow, self-fund capital investments, and reduce debt, all while ensuring regulatory compliance and enhancing stakeholder confidence. A trusted advisor to CEOs and boards, Michael combines financial rigor with business acumen to guide organizations toward long-term success.

Project Team Resumes



Certifications

- OSHA 30
- Confined Space Entry

Areas of Expertise

- Project Management
- Water systems evaluation
- Hydrant and valve repairs
- Field Execution

John Vasarella

Project Manager (25 Years Experience)

John manages Virginia, North Carolina, and South Carolina for the Water Group including Valve assessment and repairs, Fire Hydrant assessment and repair, UDF, Leak Detection, Pipe Condition assessment and construction/remediation activities. Management of these projects span long term scopes with multiple crews operating in multiple locations performing multiple tasks as well as short term single effort projects.

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – HENRICO COUNTY
RICHMOND, VIRGINIA

Project Manager for Henrico County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with VDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE ASSESSMENT – CITY OF VIRGINIA BEACH
VIRGINIA BEACH, VIRGINIA

Project Manager for a full comprehensive program to assess and remediate all valves and hydrants within the Virginia Beach Water system. Project consisted of preliminary meetings with client, coordination with VDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE HYDRANT ASSESSMENT – WINSTON SALEM
WINSTON SALEM, NORTH CAROLINA

Project Manager for Winston-Salem's valve assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with NCDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

UDF PROGRAM – CITY OF PORTSMOUTH
PORTSMOUTH, VIRGINIA

Project Manager for the City of Portsmouth's UDF execution program. Project consisted of preliminary client meetings, coordination with VDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.



Lamar Carroll

Director of Operations

Lamar manages the Eastern half of the U.S for the Water Group including Valve assessment and repairs, Fire Hydrant assessment and repair, Unidirectional flushing, Leak Detection, Pipe Condition assessment and construction/remediation activities. Management of these projects span long term scopes with multiple crews operating in multiple locations performing multiple tasks as well as short term single effort projects.

Licensing

- Licensed Utility Contractor
  - Alabama
  - Florida
  - Tennessee
  - Virginia
- Florida level 3 distribution License

Certifications

- OSHA 30
- 16hr MOT
- Confined Space Entry
- Competent Person Excavation

Areas of Expertise

- Project Management
- Water systems evaluation
- Underground construction and remediation services
- Hydrant and valve repairs
- Field Execution

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Operations Manager for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY, SANFORD, FLORIDA

Operations Manager for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.



Blaine Myers

Data Analyst Manager

Blaine manages Hydromax USA's team of data analysts. He has worked to help organizations maintain and improve their GIS through a wide range of methods. These include using GIS software to standardize information from multiple data sources, automating time consuming tasks through scripts and models, and utilizing web technologies to develop new products and extend the range of maps and data.

Areas of Expertise

- Project Management
- GIS / data analysis
- CMMS integration
- Project visualization tools

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Data Manager for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICE NASHVILLE, TENNESSEE

Data Manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Data Manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE HYDRANT ASSESSMENT – WINSTON SALEM WINSTON SALEM, NORTH CAROLINA

Data Manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves. Asset data was captured, digitized, and integrated into Winston Salem's' GIS.



Dustin Smith

Director of Safety, Risk & Procurement

Dustin manages Hydromax USA's Safety, Fleet, Logistics and Training Teams. He has worked to help organizations maintain and improve our safety statistics using a custom safety app that tracks all things safety in real time. This includes Jobsite Hazard Analysis's (JHA), Stop Work/Good Catches, Confined Space Entry Permits, PPE order requests, Site Safety Audits, and Incident/Injury Reporting Forms. This along with access to a full library of SDS sheets, training materials and quick reference documents to include the full Hydromax USA Safety Manual.

Certifications

- Certified Safety Professional (CSP)
- Construction Health & Safety Tech (CHST)
- OSHA 500
- OSHA 510
- CPR/AED Instructor Certified
- NFPA70E Certified
- Competent Person in Excavation, Confined Space, Areal Lifts, H2S, LOTO, and Fall Protection

Areas of Expertise

- Safety and Risk
- Fleet and DOT management
- Procurement
- Construction, Real Estate, Licensing, and Insurance

Project Experience Highlights

REGIONAL SAFETY MANAGEMENT – SUBSTATION AND TRANSMISSION, VARIOUS LOCATIONS THROUGHOUT THE UNITED STATES

Oversaw and assured safety of organizational employees by creating and rolling out safety policies, procedures, and training programs. Reviewed safety data and statistics to identify potential hazards or safety concerns in workplace. Led investigations of workplace accidents and incidents to identify causes. Conducted audits and safety walks to highlight unsafe/potentially unsafe conditions and design remedial measures.

SAFETY MANAGER – CHEMICAL REFINERTY PLANT
CORPUS CHRISTI, TEXAS

Managed and maintained all safety procedures and processes as well as supervised site safety inspections for 800+ employees. Headed JSA audits, accident investigations, site safety audits, crane safety, and safety briefs. Provided effective general site management and guided confined space entry, fall protection, PPE, and incident reporting. Issued hot work permits, checked fire/hole watches, and administered bottle watch crews. Audited crew JHAs and covered all discrepancies with crews.

SAFETY MANAGER – POWER DISTRIBUTION
RISING SUN, MARYLAND

Reviewed existing safe work practices of 500+ staff members and provided guidance and recommendations to improve compliance with state, federal, and internal regulations. Conducted daily safety meetings for over 600 staff members. Issued and audited hot work permits, fire watches, confined space permits, and fall protection.



Shane Majetich

Vice President of Water & Wastewater Solutions

Shane leads Hydromax USA's Water and Wastewater Solutions division. His experience includes the execution of water infrastructure assessment programs impacting millions of water systems assets while employed most recently as Business Unit Manager for Mueller Service Company where he had complete responsibility for the division. Shane provides expertise in the assessment of aging water and wastewater infrastructure through the implementation of technology-based solutions providing actionable infrastructure information for client network assets.

Education

M.A., Accounting
University of South Florida

Areas of Expertise

- Program management
- Team development
- Contract management
- Buried infrastructure assessment and analysis
- GIS / data analysis
- Pipe condition assessment
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Operations Executive for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations Executive for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Executive for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SANFORD, FLORIDA

Operations Executive for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.



Andrew Apgar

Vice President of Sales

Andrew brings more than 25 years' experience creating and delivering unique energy services and utility asset management solutions across diverse vertical markets and geographies. Before joining HUSA, Andrew held key sales and leadership positions with Schneider Electric, Mueller Service Co., and Triton Water Technologies. He previously served on the AWWA Water Loss Control and Asset Management Committees and has co-authored articles for the Florida Water Resources Journal and the Georgia Operator. He has a passion for helping his clients achieve their vision by leveraging technology-based solutions that improve their overall operational alignment with key performance goals.

Education

B.S., Management
United States Military Academy at West Point

Areas of Expertise

- Program management
- Team development
- Buried infrastructure assessment and analysis
- Energy management
- Non-revenue water
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY UTILITIES, FLORIDA

Sales Executive for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Sales Executive for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves and 35,000 fire hydrants. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

BIOSOLIDS ENERGY EFFICIENCY PROJECT – CITY OF LAKELAND LAKELAND, FLORIDA

Sales Executive for performance contract that enabled Lakeland to reduce the operating costs at its main wastewater reclamation facility by more than 40%. Through the program, Lakeland can capture and condition methane gas to use as a sustainable fuel source for an onsite cogeneration (CHP) system. This project received special recognition from the EPA.

METER REPLACEMENT/AMR PROJECT – ECUA PENSACOLA, FLORIDA

Sales Executive for non-revenue water program that allowed ECUA to replace more than 75,000 water meters and automate its meter reading capabilities. ECUA was able to reinvest recaptured water revenues to help fund the program.

Workforce Development / Team Training

At Hydromax USA, we place a strong emphasis on workforce development to ensure that all team members are fully trained and equipped to perform their roles safely and efficiently. Our training process includes:

- **New Hire Onboarding & Safety Training**: All new employees undergo an initial onboarding process that covers safety protocols, equipment operation, and for this project, AUD-specific requirements. This includes OSHA safety standards, confined space entry procedures, and best practices for sewer cleaning operations.
- **Hands-On Equipment Training**: Field employees receive hands-on training with our combination sewer cleaning trucks, focusing on high-pressure water jetting, vacuum extraction, and debris handling and hauling. Operators and crew members are trained to identify potential sewer system hazards and mitigate risks during operations.
- **CDL Driver Training & Crew Redundancy**: To enhance workforce reliability and reduce operational disruptions, our training plan includes hiring and training CDL drivers as crew helpers. This approach ensures that each crew has built-in redundancy, allowing helpers to step into the operator role as needed, maintaining productivity and reducing downtime.
- **Ongoing Skill Development & Certification**: Employees participate in continuous training programs, including refresher courses and certification opportunities, ensuring compliance with industry standards and best practices.

This structured training process ensures that all personnel working on AUD's projects are well-prepared, safety-conscious, and capable of delivering high-quality valve and fire hydrant evaluation and repair services.

Subcontractor Team

Given the highly specialized nature of the program's scope of work, Hydromax USA intends to perform all services with in-house crews and equipment.



4

Organization & Approach

Section 4. Organization & Approach

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for implementation of the project, who will be responsible for ongoing support. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member. Provide information on individual as well as related corporate experiences. This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such. The Proposer must provide a description of any limitations relative to facilities, staff personnel, on-going projects/contracts, etc.

Line of Authority

Leading this project is John Vasarella. John has more than **25 years of experience** in the water industry. John holds the following certifications: OSHA 30 and Confined Space Entry. He has successfully led similar valve and hydrant projects across the Southeast Region, including Forsyth County Utilities, City of Virginia Beach, Portsmouth, and Henrico County. John will serve as AUD's primary point of contact and is available to commence work immediately upon contract award. He is fully committed to providing the leadership, coordination, and oversight necessary to ensure the successful execution of all project phases.

Resumes and licensing status for our team is provided in Section 3.

Project Management Support

Hydromax USA employs a critical path project approach utilizing PMI principles and philosophies. This comprehensive approach is not just employed by the project manager who owns it, but each member of the support team and field crew to provide superior valve assessment service. This is designed to ensure continuous:

- Management of key decisions and milestones during this project.
- Preparation of initial project development plan (including the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives)
- Coordination of communications and meetings with AUD as needed or requested to review technical concepts and alternatives, gathering staff feedback, and coordinating activities with the project team.
- Oversight of the execution and development of the project deliverables.

Project Scheduling & Progress Reporting

Hydromax USA will prepare a formal project schedule for review and approval by AUD. Hydromax USA uses two primary methods to communicate project planning and project management. Project plans are formally prepared using MS Project and distributed to the project team for approval and coordination. If the project includes geographic assignments, the project schedule is updated to include this information for stakeholders inside and outside the municipality. Often this information is communicated to customer

service to address customer questions regarding Hydromax USA staff field personnel performing assigned activities.

Company Structure

Hydromax USA ensures timely and efficient project execution through a well-defined organizational structure, proven project management methodologies, and a dedicated team of experienced professionals. This foundation is supported by standardized equipment, advanced technology, and consistent operational protocols. Through continuous recruiting and rigorous training programs, Hydromax USA successfully scaled field operations from 5 to 49 crews in a few months for Houston Water. This was achieved by leveraging field crews nationally, pulling experienced technicians from two-man crews and strategically splitting them into new teams supported by our robust recruiting and training program.

At the core of our execution strategy is a Project Management Team led by John Vasarella -- who serves as the single point of contact for all client communications and oversees scheduling, resource allocation, quality assurance, and progress tracking. The Project Manager is supported by Field Supervisors who coordinate daily field activities, manage crews, and ensure work is completed safely, accurately, and on schedule. Our Field Crews consist of certified and highly trained technicians with extensive experience in valve assessment, hydrant testing and maintenance, and UDF program implementation. Crews are strategically assigned based on project size, complexity, and geographic location to maximize efficiency and minimize downtime.

We utilize advanced scheduling software and GIS-integrated asset management tools to streamline workflows, monitor project milestones, and maintain real-time visibility into field activities. These tools enable proactive issue resolution and rapid response to any unforeseen challenges, reducing delays and enhancing overall productivity. To further ensure project success, our structure includes dedicated support from the Operations, Safety, and Quality Control teams, who provide oversight and enforce compliance with safety protocols, technical standards, and client specifications throughout the duration of the project. This comprehensive and collaborative structure enables us to deliver projects on time, within budget, and to the highest standards of quality and service.

Equipment & Technology

With a fleet of more than 300 vehicles across the United States, Hydromax USA understands the value in investing in the appropriate tools, equipment, and technology for our teams and dedicates the resources required to execute projects effectively and efficiently.

GPS Hardware and Software: Hydromax USA utilizes RTK GPS units throughout all U.S. operations to deliver reliable sub-foot performance. Our team uses the industry leading Esri ArcGIS software (v.11.2) for all spatial data analysis and collection. Data will be submitted to AUD in an agreed upon geodatabase (.gdb) format or Esri Shapefile.

Dedicated Fleet Vehicles: Hydromax USA maintains a fleet of stocked Ford F250, RAM 2500 or Chevy 2500 series fleet vehicles with cranes, arrow boards, cones, strobes, and confined space gear. Our fleet also contains 5500 series trucks with skid mounted valve maintenance equipment, for areas that will not permit trailered access.

Valve Exercising Trailer with Industrial Vacuum: As Hydromax USA employs the Grand LX Valve Maintenance Trailer (or skid), the industry standard for a full featured, versatile platform for valve exercising. Our valve maintenance trailers include the ERV-750 extended reach system and the powerful TM-7 high torque (up to 2,500 ft·lb) valve exercisers. The trailer is also equipped with a high-pressure water system and 500CFM industrial vacuum.



Grand LX Valve Trailer w/ Vacuum

For AUD, Hydromax USA can leverage the following equipment and technology resources:

Equipment/Technology	Model/Size	Version	Year	Total Capacity
Truck	Ford, Chevy, Ram	F-250 or 2500-Series	2022 or newer	90
Valve Maintenance Trailer	E.H. Wachs Grand LX		2020 or newer	40
Valve Exerciser	E.H. Wachs ERV-750		2020 or newer	40
Valve Exerciser	E.H. Wachs TM-7		2020 or newer	8
Industrial Vacuum	E.H. Wachs 500 CFM		2020 or newer	40
GIS Software	ESRI ArcGIS	11.2	2024	1
Operating Nut Equip	Kravitch		2022 or newer	4
Dashboard Platform	HUSA Dashboard	2024	2024	1

Hydromax USA has the real-world experience and ability to flex the number of crews (5-50 or more) to fit project needs and timing!

Data Management

The critical aspects to this project are field collection and data management between the field crews and Hydromax and the replication of collected data between Hydromax USA and AUD. To ensure smooth, low impact, data deliverables Hydromax USA will hold 'GIS data alignment meeting(s)' to obtain and review the current water database structure, also known as 'data-model'. This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for AUD to consider prior to the beginning of field operations. Hydromax is flexible regarding project data deliverables and will work with AUD to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into AUD's enterprise

GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in AUD's enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to AUD.

Data delivered from the field is processed through Hydromax' standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted.
- Hydromax USA will review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

Web-Based Project Management Dashboard

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants.



This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements.

The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.

Key Dashboard Features:

- Progress Tracking: Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- Aggregated Operational Data: Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- Interactive Asset View: Capability to view the location and attributes of individual assets or groups of assets interactively.
- Year-over-Year Assessment Comparison: Tools to compare assessment data year-over-year to track changes in the system over time.
- Spatial Work Assignment: Ability for Utility to assign work through a spatial selection process within the application.
- Multimedia Content Delivery: Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- Export Capabilities: Functionality to export asset information on demand for external use and reporting.
- Digital Pairing Display for Hydrant Testing: For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.



Key Features for Valves:

- Tachometer: Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- Pie Chart: Reflects the percentage of system assets by accessibility and types of asset operability.
- Bar Chart: Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.

- Operability Issues: Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- Accessibility Issues: Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- Torque Measurements: Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- Closed Valves: Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.



Key Features for Fire Hydrants:

- Tachometer: Represents the number of hydrants assessed to date.
- Pie Chart: Displays the operability status of hydrants.
- Out of Service Hydrants: Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- System Pressures and GPM: Includes a histogram of system pressures and GPM from flowed hydrants.
- Accessibility Issues: Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.



- Low Flow Hydrants: Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.

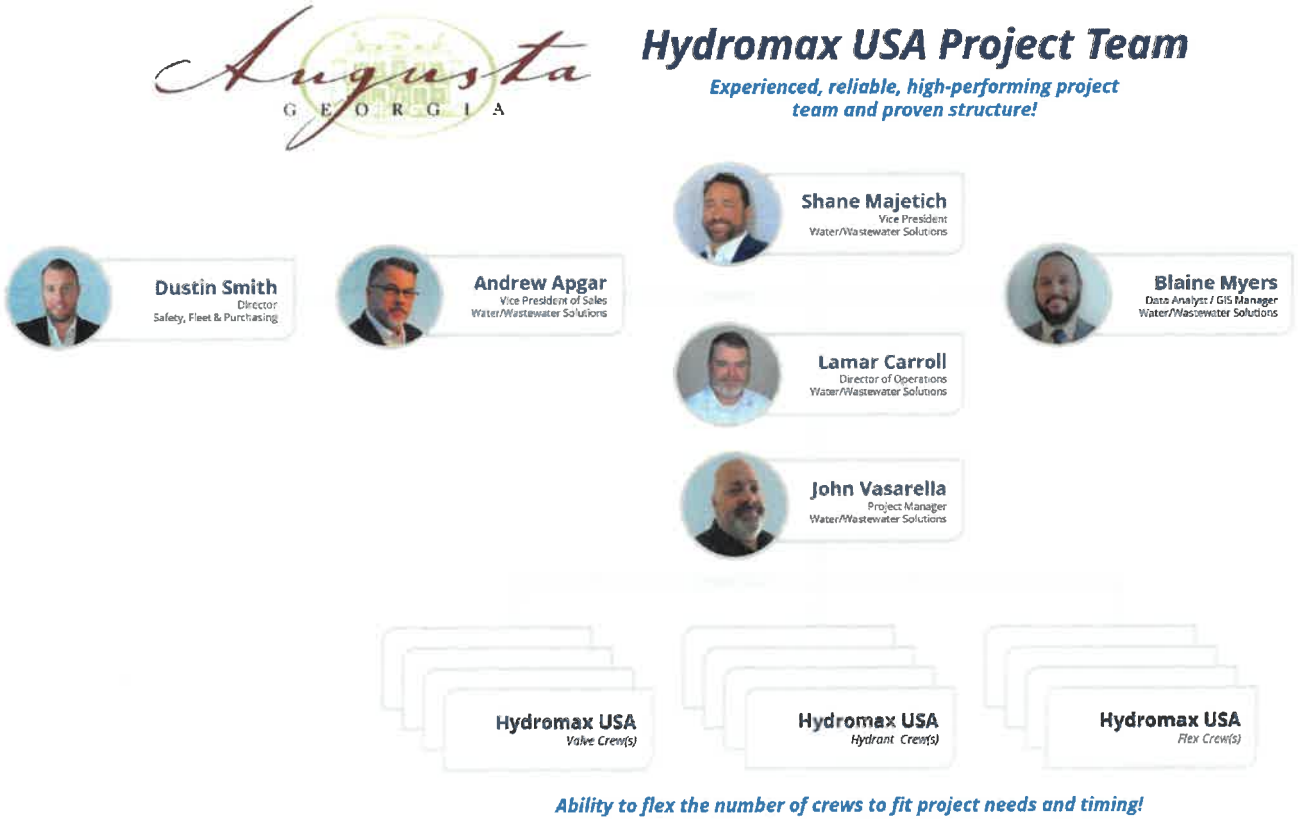
Team Organization

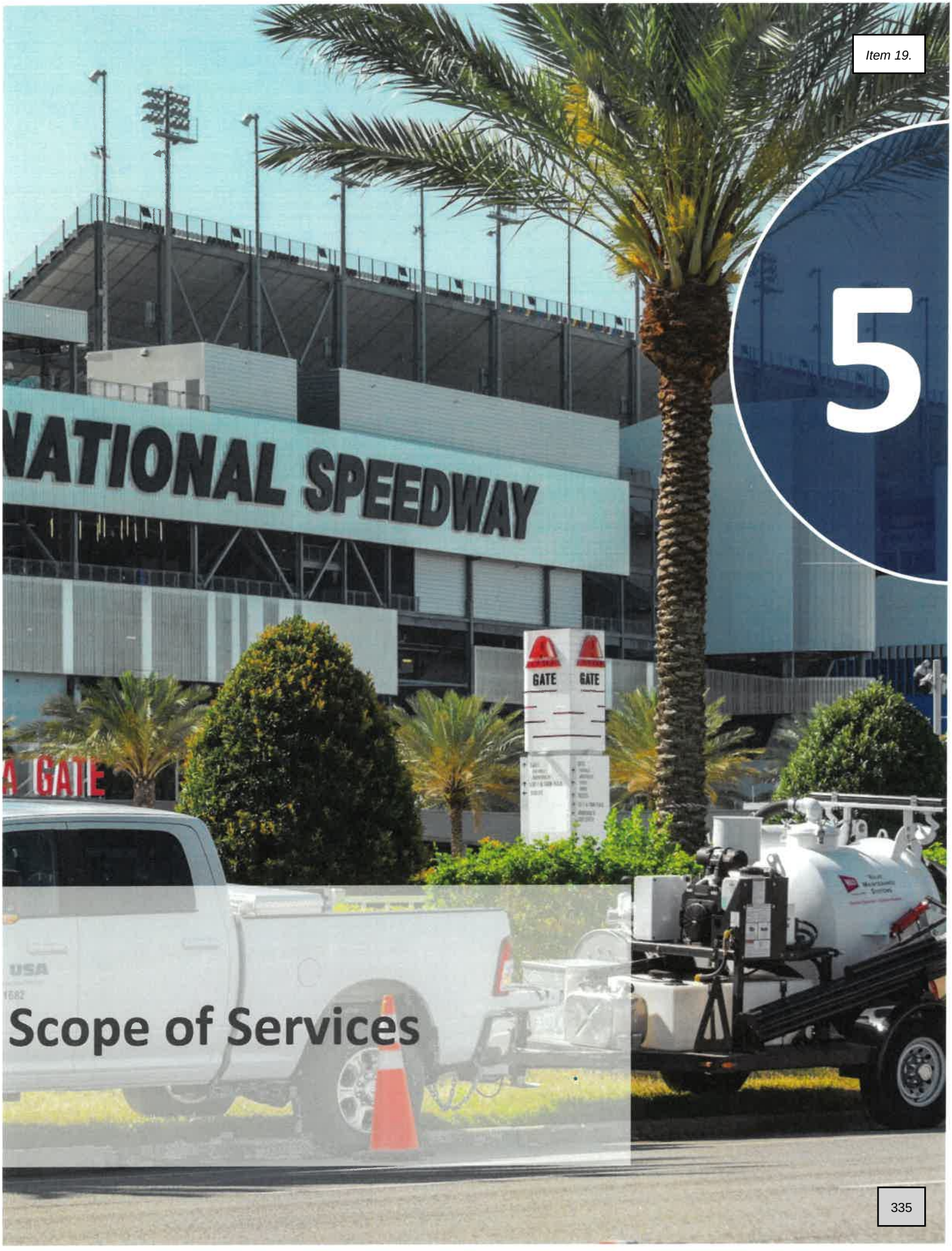
Hydromax USA is a national professional services firm with over 550 employees – each one dedicated to serving water, wastewater, and gas utilities. All field assessment personnel are direct employees of Hydromax USA, and teams will be structured and equipped to perform all aspects of the requested work. **The team assembled for this project brings over 200 years of combined industry experience**. Resumes and staff licensing status are included in Section 3.

This project team has successfully worked together and managed similar projects including:

- Valve, Hydrant and UDF Program – Henrico County, Richmond, Virginia
- Valve, Hydrant and UDF Program – Orange County, Florida
- Valve Assessment – Winston-Salem/Forsyth County Utilities, Winston-Salem, North Carilina
- UDF Program – City of Portsmouth, Virginia

The organizational chart below outlines the roles and responsibilities of the Hydromax USA team members involved in the development and execution of this program. Hydromax USA does not have any limitations related to facilities, staff personnel, on-going projects/contracts, etc.





5

Scope of Services

Section 5. Scope of Services

Experience and approach to the Scope of Services included in Section Two (2) - Specific functions of the Program to include details on experience with the following functions:

1) *Locate Program Water Assets*
2) *Identity Assets*
3) *Clean Out Valve Box/Vault*
4) *Valve Exercising*
5) *Accessing Valves*
6) *Operational Testing*
7) *Minor Repairs*

Project Understanding and Approach

AUD desires a service provider to develop, plan and execute a program to clean out, inspect, exercise, assess, and deliver a summary and final asset report to AUD for water distribution valves and fire hydrants. The key objectives entail a thorough examination, documentation, and enhancement of the functionality of the 2-inch to 60-inch water valves. The scope of work encompasses crucial tasks such as collecting GPS attribute data, coordinates and pictures for each valve, adjusting the height and aligning valve boxes as needed, exercising and recording the number of turns for each valve, and cleaning valve boxes as necessary. Additionally, the project may require the provision of confined space entry for work within vaults.

AWWA M44 Valve Assessment

The following scope of services details specific functions to be provided by Hydromax USA in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance and our standard protocols and adopted best practices.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
    - All 4" and smaller valves will be exercised manually (one person on a hand key).
    - 6" to 10" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
    - Valves equal to or larger than 12" will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of up to 1,500 ft-lbs of torque.
    - Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.

- Hydromax USA will immediately notify AUD of any valves found closed or broken, or if any unsafe conditions are observed.
- Hydromax USA will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by AUD (with input from Hydromax USA until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a ¾ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or found closed valves.
- Collect pictures

- Propose a sample schema for valve assessment data collection, final field, and attributes to be agreed upon during kickoff meeting.
- Provide monthly status reports to AUD utilizing project management dashboard
- Data shall be delivered monthly to AUD in an ArcGIS compliant format.

Valve unable to be located

If after searching for fifteen (15) minutes using AUD-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

Valve cannot be accessed

If after searching for fifteen (15) minutes using AUD-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, Hydromax USA will list the valve as CNA (cannot access). Hydromax USA will provide a separate unit price for CNA valves. If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

Valve located and accessed, not operated

Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of AUD, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

Minor Valve Repairs

Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **Raise valve box to grade up to 12 inches in grass, dirt, or gravel areas.** Hydromax USA shall provide labor and materials to raise a valve box up to 12 inches to the finished grade in non-asphalt areas using drop-in risers.

- **Raise valve box to grade up to 12 inches in asphalt paved areas.** Hydromax USA shall provide labor and materials to raise a valve box up to 12 inches to the finished grade in asphalt paved areas using drop-in risers and Cold-Patch.

- **Raise valve box to grade up to 12 inches in concrete roadway areas.** Hydromax USA shall provide labor and materials to raise a valve box up to 12 inches to the finished grade in concrete roadway areas using drop-in risers and Sakrete.

- **Realign valve box in grass, dirt, or gravel areas (maximum 24-inch depth).** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of 24 inches in grass, dirt, or gravel areas.

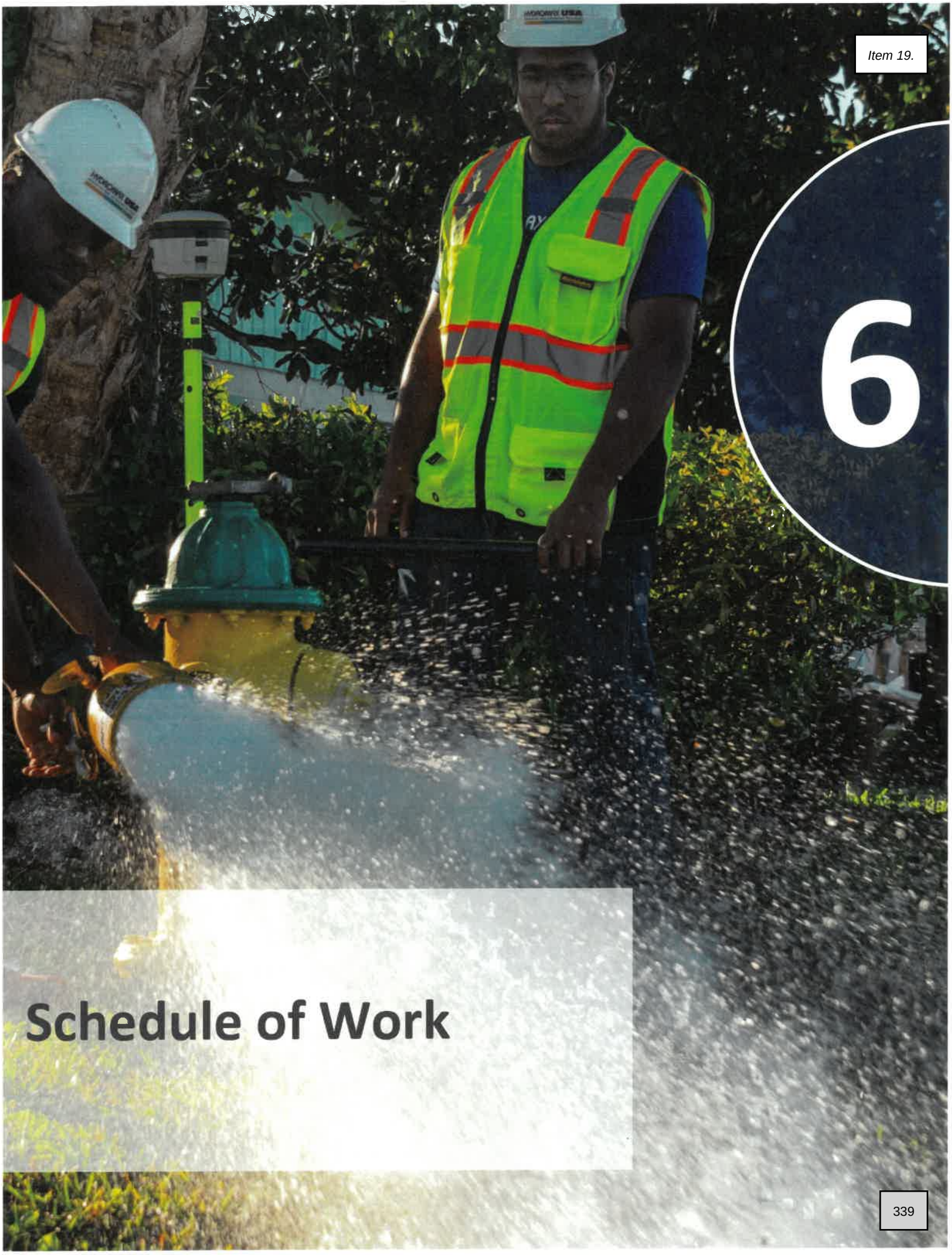
Optional Valve Services

Hydromax USA is experienced with and can provide the following additional valve services as approved by AUD:

- **Confined space entry.** Hydromax USA will adhere to related OSHA requirements and provide the necessary additional crew members, equipment, and PPE for confined space entry work.

- **Operating nut replacement without excavation up to 6 feet deep.** Hydromax USA shall provide labor and materials for replacing valve operating nuts without excavation at depths of up to six (6) feet. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut.

- **Construction Management Capabilities:** Hydromax USA recently supported major infrastructure projects for the City of Houston, including replacement of a 36-inch WWTP check valve, repair of a 42-inch plug valve, and actuator replacements for 42-inch and 48-inch valves. Our team can provide similar services to AUD.



6

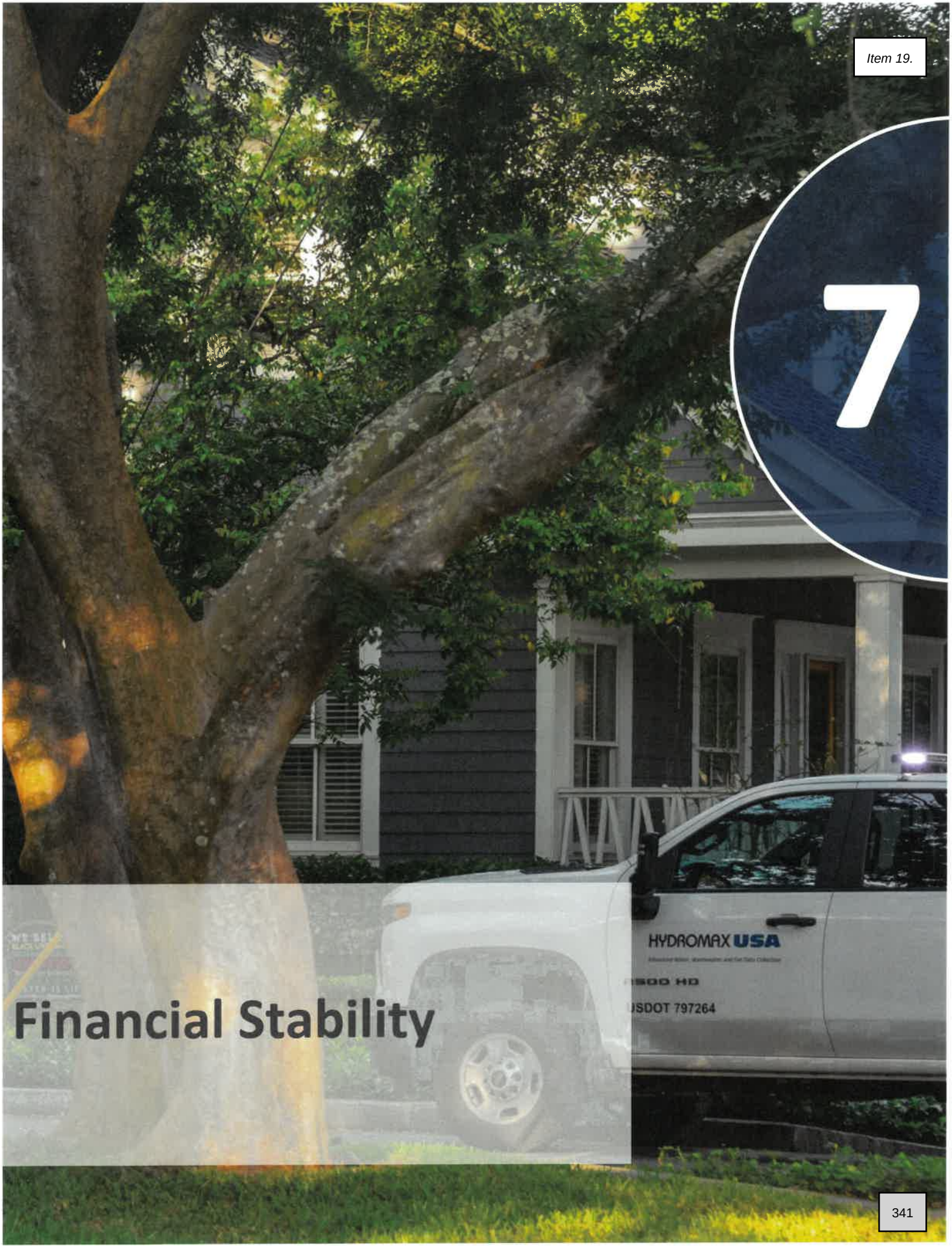
Schedule of Work

Section 6. Schedule of Work

Provide a statement of the availability of staff to handle work order request.

Hydromax USA is fully prepared and committed to executing the scope of services outlined in the RFP. Drawing on established industry best practices and proven standard operating procedures developed through years of similar work, we will dedicate the necessary personnel, equipment, and technical resources to ensure the successful and timely delivery of AUD's program.

Our team is ready to begin work immediately upon contract award. We are flexible and committed to close coordination with AUD to meet all project milestones and deliverables. Upon receipt of the geodatabase files, our GIS data review and project initiation process typically takes approximately two weeks.



7

Financial Stability

Section 7. Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- *If a public company, include a recap of the most recent audited financial report.*
- *If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.*

Hydromax USA, headquartered in Flower Mound, Texas, has been a trusted industry leader for over 22 years. The company is owned by Industrial Group Partners, a San Francisco-based private investment partnership that has raised over $3.4 billion in capital since its inception in 1997.

Hydromax USA's strong financial foundation is supported by a consistent track record of performance and strategic investments in innovative technologies and infrastructure solutions. This stability enables the company to confidently deliver large-scale projects, foster long-term partnerships, and continually expand its capabilities across utility and municipal markets. With disciplined financial management and a commitment to safety and operational excellence, Hydromax USA is well-positioned to meet the evolving needs of clients such as AUD while driving sustainable growth and resilience in a dynamic industry.



Corporate Headquarters

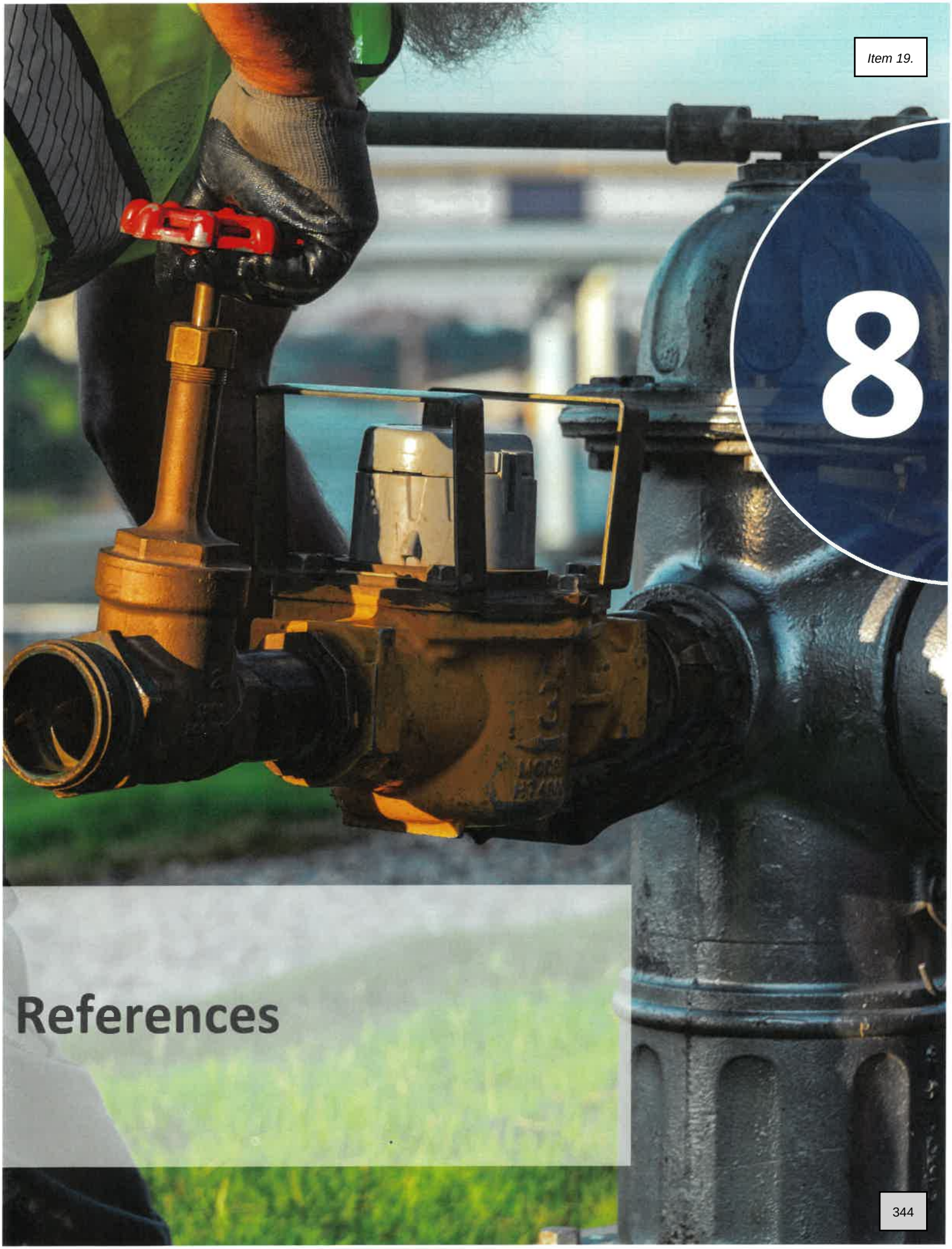
3700 River Walk Drive, Suite 145
Flower Mound, Texas 75028
Phone: (863) 398-9202

Regional Operating Centers

Alexandria, Virginia
Atlanta, Georgia
Charlotte, North Carolina
Norfolk, Virginia
Orlando, Florida
Portland, Oregon
Raleigh, North Carolina
Saginaw, Michigan
Seattle, Washington
Spokane, Washington
Tampa, Florida

Audited Financial Statements

As part of this submission and to demonstrate financial stability, Hydromax USA is providing two (2) years of audited financial statements, including an income statement, cash flow statement, and balance sheet. These documents may be found in the Appendix.



8

References

Section 8. References

All proposers shall include the name, address, e-mail, fax, and telephone numbers of at least three (3) references to include a minimum of the following information for each reference in which the service provider was the Prime service provider and the work was of similar size and scope in the profile and experience section of your submittal:

- *Utility Name*
- *Utility Location*
- *Contact Name*
- *Contact Phone Number and Email Address*
- *Number and Type of Assets (related to this submittal) that were Inventoried, Exercised, Inspected, Flow Tested, Sandblasted, Painted and Repaired*
- *Number of GPS positions collected*

The Hydromax USA team has executed both small and large-scale infrastructure condition assessment programs, evaluating hundreds of thousands of water distribution assets, helping clients recover millions of gallons of lost water, and delivering information management services that enhance system models and support the development of GIS-integrated solutions for utilities nationwide.

The following references are provided to demonstrate the capabilities of the Hydromax USA team in working with diverse clients to create and deliver programs tailored to fit unique needs.

The following references demonstrate our ability to meet and exceed project requirements, validating the strength of our team and approach in delivering comprehensive utility asset management services.

1 City of Houston

Michael Johnson
7027 Ardmore Street, Houston, TX 77021
michael.johnson3@houstontx.gov
823.395.4623



Scope:
Sub-foot GPS location, condition assessment, maintenance, and GIS integration for 67,900 water system valves (754 large valves) and 46,400 test cuts and shutdowns. Real time updates via project management dashboard. COH also issued 2 emergency POs totaling $17.2M for crew support for severe winter storm operations in 2021 (up to 18 crews) & drought operations from 2022-2023 (up to 49 crews), assisting COH's main break crews.

Contract Amount:
$25.4 Million + $17.2 Million EPO

GPS Positions Collected:
67,873

Project Duration:
2019-2024

New 5-year contract awarded
In 2025.

"Hydromax USA exceeded all expectations for the City of Houston. Every time we needed them to pivot to address critical needs, they responded with professionalism and expediency."

Drew Molly, P.E.
COO, City of Corpus Christi
Former Director of Drinking Water Operations, Houston

2

Orange County

Dustin Putney-Hoke
9150 Curry Ford Road, Orlando, FL 32825
dustin.putney@ocfl.net
P: 407.836.6822



Scope:
Sub-foot GPS location, condition assessment, maintenance, UDF, and GIS integration for 42,000 water system valves (over 5,700 large valves) and 13,500 fire hydrants; UDF. Real time updates via project management dashboard.

Contract Amount:
$9.6 Million

GPS Positions Collected:
140,900

Project Duration:
2022-2025

New 5-year contract awarded
in 2025.

3

Henrico County

Jarett Glasco
8600 Staples Mill Road, Henrico, VA 23228-2360
gla14@henrico.us
P: 804.501.5680



Scope:
Sub-foot GPS location, condition assessment, maintenance, and GIS integration for 13,000 water system valves and 5,000 fire hydrants. Acted as subcontractor to consulting engineer for UDF program which included 1,000 zones totaling more 190 miles of water distribution system piping. Real time updates via project management dashboard.

Contract Amount:
$1.6 Million

GPS Positions Collected:
23,438

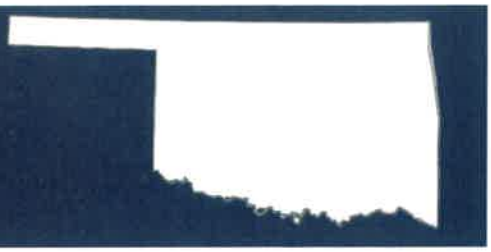
Project Duration:
2015-2020; 2021-2026

Henrico County selected Hydromax USA two (2) times for its valve assessment program.

4

City of Tulsa

Monty Ragsdale
175 East 2nd Street, Suite 690, Tulsa, OK 74103
mragsdale@cityoftulsa.org
P: 918.596.9394



Scope:
Sub-foot GPS location, testing and maintenance, and GIS integration for 9,000 fire hydrants.

Contract Amount:
$531,000

GPS Positions Collected:
37,851

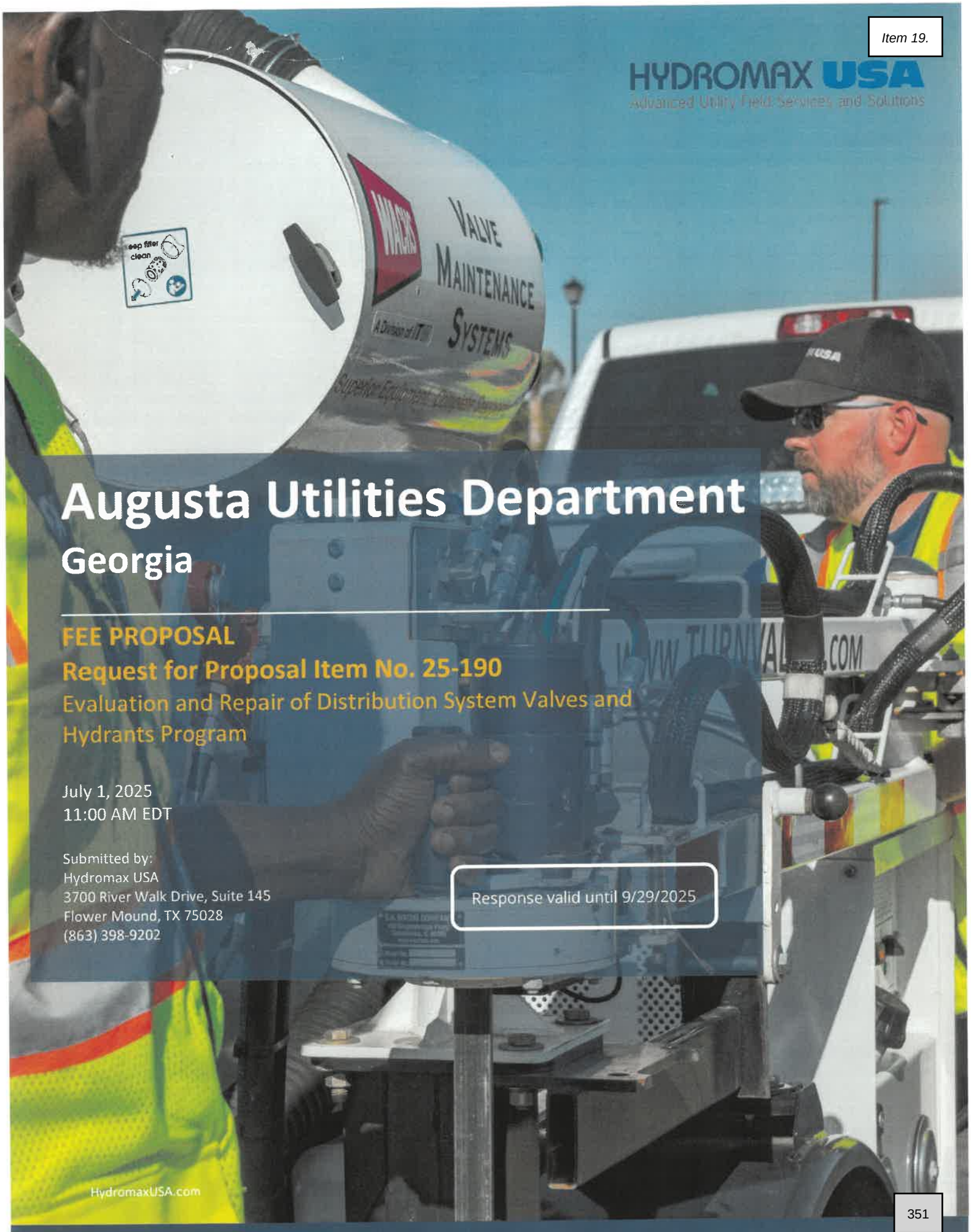
Project Duration:
2020 – 2023



9

Fee Proposal

HYDROMAX USA
Advanced Utility Field Services and Solutions



Augusta Utilities Department
Georgia

FEE PROPOSAL
Request for Proposal Item No. 25-190
Evaluation and Repair of Distribution System Valves and Hydrants Program

July 1, 2025
11:00 AM EDT

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028
(863) 398-9202

Response valid until 9/29/2025

HydromaxUSA.com

Fee Proposal

Evaluation and Repair of Distribution System Valves and Hydrants Program RFP Item # 25-190					
ITEM #	DESCRIPTION OF SERVICE	*ESTIMATED QUANTITY	UNIT	**UNIT PRICE	TOTAL PRICE
1	VALVE ASSESSMENT 2"--12"	2,100	EACH	$ 74.00	$ 155,400.00
2	VALVE ASSESSMENT 14"--24"	10	EACH	$ 175.00	$ 1,750.00
3	VALVE ASSESSMENT 26"--36"	10	EACH	$ 285.00	$ 2,850.00
4	VALVE ASSESSMENT 38"--60"	5	EACH	$ 435.00	$ 2,175.00
5	OP NUT REPLACEMENT (TURN KEY)	15	EACH	$ 850.00	$ 12,750.00
6	SINGLE HYDRANT ASSESSMENT, TESTING WITH ROUTINE MAINTENANCE	300	EACH	$ 55.00	$ 16,500.00
7	FIRE HYDRANT BRANCH VALVE ASSESSMENT	300	EACH	$ 35.00	$ 10,500.00
8	RAISE VALVE BOXES TO GRADE IN GRASS, DIRT OR GRAVEL AREAS (≤ 12")	150	EACH	$ 125.00	$ 18,750.00
9	RAISE VALVE BOXES TO GRADE IN ASPHALT PAVED AREAS (≤ 12")	150	EACH	$ 485.00	$ 72,750.00
10	RAISE VALVE BOXES TO GRADE IN CONCRETE ROADWAY (≤ 12")	25	EACH	$ 1,375.00	$ 34,375.00
11	MISALIGNED VALVE BOX REPAIR IN GRASS, DIRT OR GRAVEL (≤ 24") DEEP	15	EACH	$ 235.00	$ 3,525.00
12	HOURLY CREW RATE	50	HOUR	$ 255.00	$ 12,750.00
13	HYDRANT REPAIR & PART REPLACEMENT (NON-ROUTINE)	30	HOUR	$ 255.00	$ 7,650.00
			TOTAL COST	$ 4,639.00	$ 351,725.00

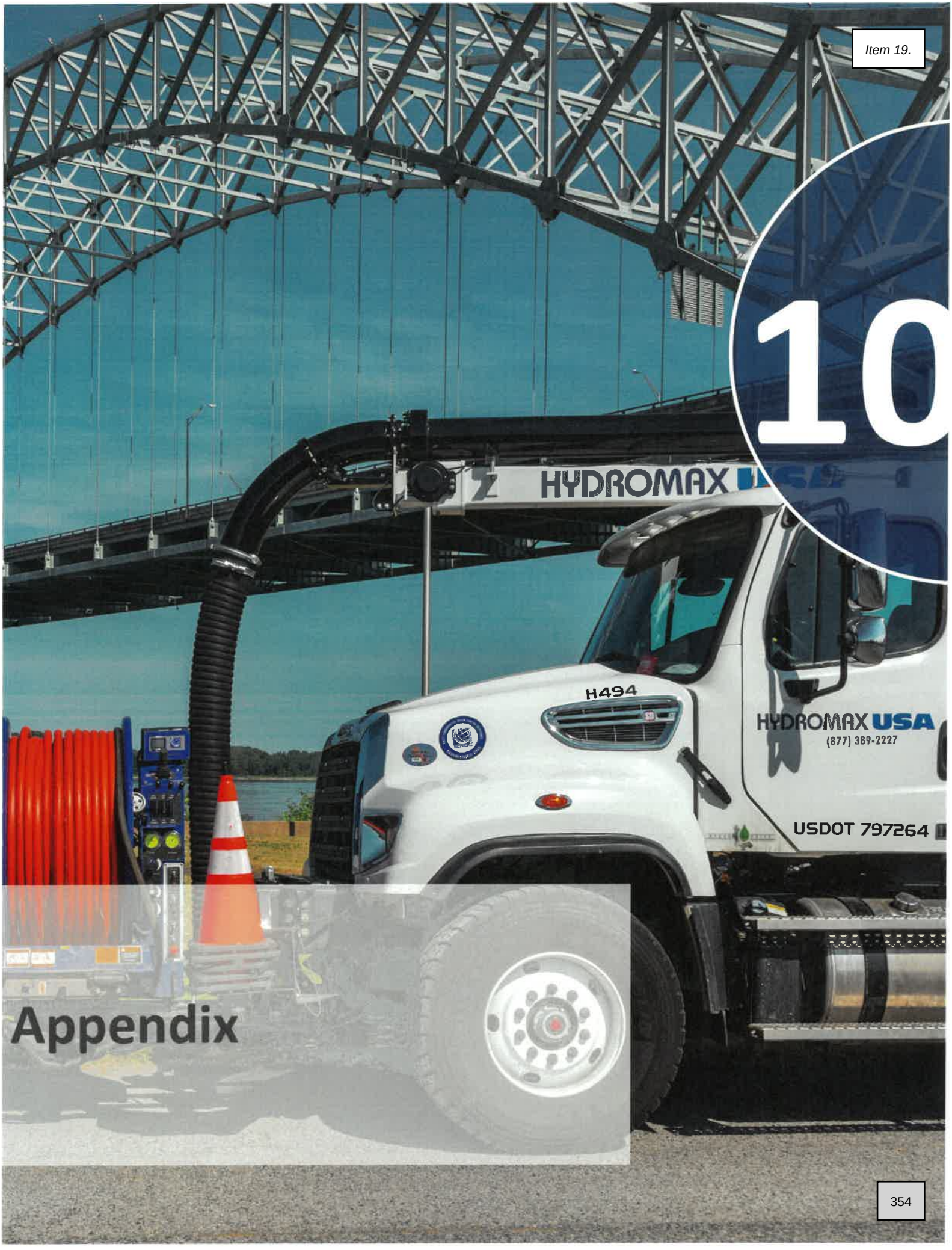
*The actual number of units worked and paid for under this contract may be more or less than the estimated quantity given or may be none.

**In the event of a discrepancy, Unit Price shall govern.

Section 9. Fee Proposal

Fee proposal must be submitted on the fee proposal form. Attach additional sheets as required for any additional details. Fee Proposal is to be submitted in a separately sealed envelope.

Hydromax USA has completed the Fee Proposal as required. The Fee Proposal is provided in a separately sealed envelope.



10

Appendix

Section 10. Appendix

The following required documents are enclosed in this Appendix:

- Attachment B
- Systematic Alien Verification for Entitlements (SAVE) Program
- Trade Secret Status Affidavit
- State of Georgia Business License
- Certificate of Insurance
- Audited Financial Statements

Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent: Hydromax USA LLC

Street Address: 3700 River Walk Drive, Suite 145

City, State, Zip Code: Flower Mound, TX 75028

Phone: (863) 398-9202 Fax: (817) 887-2317 Email: andrew.apgar@hydromaxusa.com

Do You Have A Business License? Yes: X No: _____

Augusta, GA Business License # for your Company (Must Provide): Will apply for Augusta license upon award

And/or Your State/Local Business License # for your Company (Must Provide): 08036020

Utility Contractors License # (Must Provide if applicable): NA MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): NA

Additional Specialty License # (Must Provide if applicable): NA

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) X : (#2) X : (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:
NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

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, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.
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.
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.
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 opportunities to do business with this Company;
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;
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;
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 Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
(c) No attempt has been made, or will be made, by the vendor 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.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

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 vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor 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.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (i)

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

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.

Georgia Law requires your company to have an E-Verify® User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia website:**
https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10 1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

Date of Authorization

** (E-Verify Number) 810183

08/29/2014

Hydromax USA LLC
Name of Contractor

Evaluation and Repair of Distribution System Valves and Hydrants Program/RFP Item #25-190
Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 7, 2025 in Flower Mound (City), Texas (State).

Chris Jensen, Chief Executive Officer

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th **DAY OF** July, 2025

Teresa Joy Mischke 11-22-2026

Notary Public **My Commission Expires**

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809
NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B 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.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta GEORGIA

Procurement Department

Mr. Darrell White, Interim Director

CERTIFIED MAILED/EMAILED

TO: **All Vendors**
Tywanna Scott, Procurement Assurance Analyst
Wes Byne, Augusta Utilities Department

FROM: **Darrell White**
Interim Procurement Director

DATE: **June 30, 2025**

SUBJ: **New RFP Opening Date**

RFP ITEM: **RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program - for Augusta, GA – Augusta Utilities Department**

RFP OPENING DATE: Tuesday, July 15, 2025 @ 11:00 a.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

The RFP Opening Date for RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA – Augusta Utilities Department has been changed:

From: Tuesday, July 1, 2025 @ 11:00 a.m.

To: Tuesday, July 15, 2025 @ 11:00 a.m.

Please acknowledge addendum in your submittal

END ADDENDUM

Suite 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Augusta GEORGIA

Procurement Department

Mr. Darrell White, Interim Director

CERTIFIED MAILED/EMAILED

TO: **All Vendors**
Tywanna Scott, Procurement Assurance Analyst
Wes Byne, Augusta Utilities Department

FROM: **Darrell White**
Interim Procurement Director

DATE: **June 30, 2025**

SUBJ: **Responses to Vendor's Questions**

RFP ITEM: **RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program for Augusta, GA- Augusta Utilities Department**

RFP OPENING DATE: **Tuesday, July 15, 2025 @ 11:00 a.m.**

ADDENDUM NO. 2

This Addendum shall form a part of the referenced RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

Responses to Vendor's Questions:

1. Question: Do all valves have to be operated using hydraulic valve turning equipment?
   Response: No.
2. Question: When is the last time a systemwide assessment program was done?
   Response: On valves 4 to 5 years ago but only a limited number at that time. AUD performs in-house inspections continuously. The Fire Department sends out a list on problem Fire Hydrants as needed.
3. Question: How many valves are in boxes vs vaults?
   Response: 95% in valve boxes.
4. Question: For the raise and realignment line items (items 8 to 11) who is providing the materials?
   Response: AUD will provide materials.
5. Question: Can more detail be provided on the scope for the hydrant line item 6?
   Response: Inspect Hydrant to insure it is operational and perform routine maintenance such as lubrication.
6. Question: Can you please provide the Plan Holders List? If this information is available online, please advise the website where I can obtain the list, further project details, Bid Tabulations, Contract Award and any future Bidding opportunities.
   Response: No, there is no official plan holders list for this project. Please review ARCBid for project details and related information.

Please acknowledge addendum in your submittal

END ADDENDUM

Suite 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Jamye Mortley

From: Teresa Darzins <teresa.darzins@hydromaxusa.com>
Sent: Friday, July 11, 2025 4:28 PM
To: Bid and Contract Team
Subject: [EXTERNAL] FW: Hydromax USA - RFP Item #25-190 Addenda Acknowledgement
Attachments: Signed Attachment B.pdf

Hello Tywanna,

Per our discussion over the phone, Hydromax USA submitted our proposal for RFP Item #25-190 Evaluation and Repair of Distribution System Valves and Hydrants Program prior to the Addenda being published. We acknowledge that Hydromax USA has completed a thorough review of Addendum #1 and Addendum #2, and no changes are needed to our proposal. Attached is our signed and notarized Attachment B.

Please let me know if you need anything else. Thank you!

Teresa Darzins
Proposal Manager
We've got you covered. HYDROMAX USA
Cell: 916.704.2301
teresa.darzins@hydromaxusa.com | www.hydromaxusa.com

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

Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent: Hydromax USA LLC

Street Address: 3700 River Walk Drive, Suite 145

City, State, Zip Code: Flower Mound, TX 75028

Phone: (863) 398-9202 Fax: (817) 887-2317 Email: andrew.apgar@hydromaxusa.com

Do You Have A Business License? Yes: X No: _____

Augusta, GA Business License # for your Company (Must Provide): Will apply for Augusta license upon award

And/or Your State/Local Business License # for your Company (Must Provide): 08036020

Utility Contractors License # (Must Provide if applicable): NA MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): NA

Additional Specialty License # (Must Provide if applicable): NA

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) ____: (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:
NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

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, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.
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.
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.
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 opportunities to do business with this Company;
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;
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;
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 Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
(c) No attempt has been made, or will be made, by the vendor 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.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

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 vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor 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 vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor 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.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (l)

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

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.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10 1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

Date of Authorization

** (E-Verify Number) 810183

08/29/2014

Hydromax USA LLC
Name of Contractor

Evaluation and Repair of Distribution System Valves and Hydrants Program/RFP Item #25-190
Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 23, 2025 in Flower Mound (City), TX (State).

Michael Farmer, Chief Financial Officer

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23rd **DAY OF** June, 2025

Teresa Joy Mischke — 11-22-2026

Notary Public **My Commission Expires:**

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134[illegible]

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B 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.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta GEORGIA

You Must Complete and Return with Your Submittal. Document Must Be Notarized

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

RFP Item #25-190 / Evaluation and Repair of Distribution System Valves and Hydrants Program
[RFP Project Number and Project Name]

Michael Farmer, Chief Financial Officer
[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Hydromax USA LLC
[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ___X___ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

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

Michael Farmer, Chief Financial Officer
Printed Name

*__
***Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23Rd DAY OF June, 2025

Notary Public

My Commission Expires: 11-22-2026

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809
NOTARY SEAL

***Note:* THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016

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 RFP Item #25-190 response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Hydromax USA LLC are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld.
- **Your company is requested to submit a redacted copy of your submittal.**

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:

Michael Farmer
[Signatory Name in Print]

Chief Financial Officer / Hydromax USA LLC
[Signatory's Title] [Company Name]

Chief Financial Officer
[Signatory's Title]

Date: 6/23/25

SUBSCRIBED AND SWORN BEFORE ME ON THIS 23rd **DAY OF** June, 2025

NOTARY PUBLIC

My Commission Expires: 11-22-2026

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

Return form only if applicable. If form is not returned with your submittal, it will be deemed there are no trade secrets in your package submittal.

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Hydromax USA LLC
a Foreign Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 28790108
Date Inc/Auth/Filed	: 05/05/2008
Jurisdiction	: Indiana
Print Date	: 02/25/2025
Form Number	: 211

Brad Raffensperger

Brad Raffensperger
Secretary of State

Georgia Business License

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Hydromax USA LLC**	Control Number:	**08036020**
Business Type:	**Foreign Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**3700 River Walk Dr, Suite 145, Flower Mound, TX, 75028, USA**	Date of Formation / Registration Date:	**5/5/2008**
Jurisdiction:	**Indiana**	Last Annual Registration Year:	**2025**
Principal Record Address:	**NONE**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**C T Corporation System**
Physical Address:	**289 S Culver St, Lawrenceville, GA, 30046-4805, USA**
County:	**Gwinnett**

Back | Filing History | Name History | Return to Business Search

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: https://sos.ga.gov/

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: 02/20/2025 13:50:39

BUSINESS INFORMATION	
BUSINESS NAME	: Hydromax USA LLC
CONTROL NUMBER	: 08036020
BUSINESS TYPE	: Foreign Limited Liability Company
JURISDICTION	: Indiana
ANNUAL REGISTRATION PERIOD	: 2025

BUSINESS INFORMATION CURRENTLY ON FILE	
PRINCIPAL OFFICE ADDRESS	: 2501 S. Kentucky Ave, Evansville, IN, 47714, USA
REGISTERED AGENT NAME	: C T Corporation System
REGISTERED OFFICE ADDRESS	: 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY	: Gwinnett

UPDATES TO ABOVE BUSINESS INFORMATION	
PRINCIPAL OFFICE ADDRESS	: 3700 River Walk Dr, Suite 145, Flower Mound, TX, 75028, USA
REGISTERED AGENT NAME	: C T Corporation System
REGISTERED OFFICE ADDRESS	: 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY	: Gwinnett

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: Leslie Korhammer
AUTHORIZER TITLE	: Attorney In Fact

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2026 6/2 Item 19.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1514819 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	INSURER A : The Travelers Indemnity Company of America — NAIC # 25666 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company of Connecticut — 25682 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22028232 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Deductible: $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	N	N	DT-CO-158D2429-TIA-25	2/15/2025	2/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	810-158D2430-25-26	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $ 10,000	N	N	CUP-4W507598-25-26	2/15/2025	2/15/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	UB-4W129884-25-26-G	2/15/2025	2/15/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP Item #25-190. Evaluation and Repair of Distribution System Valves and Hydrants Program.

CERTIFICATE HOLDER

22028232
Augusta, Georgia
Augusta Utilities Department
535 Telfair Street, Room 605
Augusta GA 30901

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Augusta, Georgia
Augusta Utilities Department

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **22028232.**

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Finance Committee Meeting

April 14, 2026

DA fund balance transfer

Department:	N/A
Presenter:	N/A
Caption:	Motion to transfer $125,000.00 from the DA 5% CVAP Fund Balance into the following line items to purchase equipment for the Victim's Advocate Program and fund crime victim support services. 209021512/54-24410 Laptops: $20,000 209021512/52-36122 Witness Fees: $5,000 209021512/57-21110 Agency Appropriation: $100,000
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

Public Safety Committee

Meeting Date: April 14, 2026

Approval of Service Level Agreement between Augusta Fire Department and Inspection Reports Online (IROL)

Department: Fire

Presenter: Antonio Burden, Fire Chief

Caption: Motion to request approval of a three (3) year Service Level Agreement between the Augusta Fire Department and Inspection Reports Online (IROL) at no cost to Augusta, with participation in a revenue-sharing program to support Fire Prevention Bureau operations.

Background: Inspection Reports Online (IROL) is a third-party software provider that facilitates the collection, processing, and management of fire inspection, testing, and maintenance reports for fire protection systems such as fire extinguishers, sprinkler systems, fire alarms, and suppression systems.

The agreement allows Augusta Fire Department to utilize IROL's platform to track inspections, ensure compliance, and improve coordination with contractors and property owners. The proposed agreement term is three (3) years and automatically renews unless terminated.

Analysis: The use of IROL will enhance operational efficiency by ensuring timely inspections, improving compliance with fire safety codes, and reducing the administrative burden on fire inspectors. It will allow inspectors to focus on enforcement and prevention efforts while providing early identification of non-compliance issues.

Additionally, the agreement establishes a structured reporting system and provides data analytics, reporting capabilities, and workflow customization to meet the department's needs.

There is **no cost** to the City of Augusta for this agreement.

The department will receive revenue through a fee-sharing structure, with IROL paying approximately $5.00 per report submitted.

Based on current estimates, this program could generate approximately **$88,000 to $100,000 annually**.

These funds will be used to support the Fire Prevention Bureau, including salaries, benefits, and necessary vehicles for additional personnel.

Financial Impact: There is **no cost** to the City of Augusta for this agreement.

	The department will receive revenue through a fee-sharing structure, with IROL paying approximately $5.00 per report submitted.
Alternatives:	None at this time.
Recommendation:	Approve the Motion to approve the Service Level Agreement between Augusta Fire Department and IROL to enhance fire prevention operations, improve compliance, and generate revenue to support staffing and resources within the Fire Prevention Bureau.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	Antonio Burden, Fire Chief

Augusta Fire Department

Antonio Burden, Fire Chief

Inspection Reports Online

Inspection Reports Online (IROL) is a third party company that fields and processes inspection, testing, and maintenance reports from companies contracted to perform services on most fire protection systems. Systems that are reported include,

- Fire Extinguishers
- Fire Suppression Systems
- Sprinkler Systems
- Fire Alarms

By utilizing a third-party company such as IROL, fire departments essentially have someone to field these reports, track when inspection and testing is due, coordinate required services with property and business owners, and facilitate the notice of correction for found or reported deficiencies. Another benefit to utilizing this service is that IROL much like other third party reporting companies offer their service at no cost to the department. In fact, departments receive a portion of fees collected from the reporting cost paid by the service providers as a revenue stream to support their fire prevention efforts.

How does this benefit the Augusta Fire Department? Other than producing a revenue source this agreement provides the following:

- Ensure that fire protection systems are inspected, maintained and serviced at the prescribed intervals and are compliant with applicable codes and standards.
- Frees up fire inspectors to focus on projects and other related code enforcement task and increase the probability that fire inspections are passed on the first inspection, decreasing the number of reinspections needed.
- Ensures that contractors are compliant with reporting requirements for the inspection, testing and maintenance services that they provide.
- Provides early warning to fire inspectors of critical non-compliant issues that can be addressed sooner, such as system impairments.

Modestly, this type of service agreement could generate between $88k to $100k annually based on the number of commercial and multi-family buildings in the city where fire alarms, sprinkler systems, fire suppression systems, and fire extinguishers are required to be installed, inspected and maintained.



Service Level Agreement

Introduction: InspectionReportsOnline.net Inc. (referred to as "IROL") is a Software as a Service (SaaS) provider. IROL offers software solutions to facilitate prevention and community risk reduction. IROL is not a contractor but a provider of software services that enable users to capture essential information within the community.

Agreement: This Service Level Agreement (this "Agreement") is made on **(Date)**_____ by and between InspectionReportsOnline.net Inc. (referred to as "IROL") and the **Augusta Fire Department,** accepting the terms of this Agreement (referred to as "AHJ").

Available Services:

Third-Party Fire and Life Safety System Inspection, Testing, and Maintenance (ITM) Reporting	X	$0.00 No cost agreement
Inspector's Reporting and Preplan		
Fire Alarm Registrations		
Food Truck Registrations and Inspections		
Life Safety Risk Assessments		
Shared Revenue	X	
Other		

Third Party Reporting Fee: The AHJ will be participating in the Revenue Share program by adding an additional $6.00 to the Service Provider per-report fee.

The total submission fee will be $30.99 ($16.00 for Fire Extinguisher reports), paid for by the submitting Service Provider.

IROL to pay AHJ $5.00 per report submitted on a quarterly basis.

Deliverables: The service(s) and deliverables will be achieved through the software provided by IROL. All activities and outcomes are driven by the software as a service platform, ensuring efficient and accurate processing of submitted data. IROL does not create any of the data and information included in the solutions and is not responsible for, or make, any suggestions or recommendations with respect to any such data or information.

Software Deliverables:

- Ensuring reports/forms are processed through the IROL site within the authority's jurisdiction.
- Providing necessary system enhancements, updates, and maintenance for user operations.
- Providing user training and support to ensure efficient use of the software and to address any issues or questions that may arise.

- Generating detailed analytics and reporting capabilities to provide insights into inspection trends, compliance rates, and other critical metrics.
- Offering customizable workflows to accommodate the specific needs and regulations of each jurisdiction, ensuring seamless integration with existing processes.
- Implementing robust data backup and recovery solutions to protect against data loss and ensure business continuity.

AHJ Responsibilities:

- Mandate reports/forms submitted within their jurisdiction to be processed through the IROL site.
- Inform the submitting entity (i.e., Service Provider, Owner/Occupant) that reports/forms must be submitted via IROL per code or enforcement requirements.
- Commit the necessary resources and management involvement to support IROL's services such as staff and internet access.
- Make timely decisions and approvals as needed for IROL service(s) to move forward from Implementation through continued use.

Term: The Agreement term is three (3) years and automatically renews for a successive three years unless terminated by the AHJ with 90 days written notice. Termination for breach by IROL requires 60 days' notice, with a 30-day cure period.

Website Services Rendered: IROL operates [InspectionReportsOnline.net](https://www.InspectionReportsOnLine.net), facilitating code compliance and communication related to fire and life safety inspections.

Data Security and Confidentiality: IROL ensures secure data storage and limited access to reports. Reports may be subject to state or federal disclosure laws.

Hardware, Software Requirements & Firewall/Permission Authorities: The IROL site is compatible with modern browsers and hosted securely with multiple redundancies.

Terms and Conditions: The Agreement is subject to IROL's Terms and Conditions, effective from 3/14/2024.

Governing Law: This Agreement is governed by the laws of the State of Georgia.

Assignability: This Agreement is assignable by IROL with AHJ consent.

Notices: Written communications shall be sent to the respective addresses of the AHJ and IROL.

By accessing the website or submitting reports, the AHJ acknowledges acceptance of these terms and conditions, which can be found here: https://www.inspectionreportsonline.net/terms-and-conditions.html

IROL

Exhibit A: Terms and Conditions

The AHJ agrees to the Terms and Conditions of IROL's website use, effective 3/14/2024.

I. Use Restrictions: Client agrees to:

- Use the Solution solely for the benefit of Client.
- Prevent unauthorized use or disclosure of the Solution.
- Not sell, rent, or lease the Solution.
- Not use the Solution for unlawful purposes.
- Not interfere with Solution integrity or performance.
- Not reverse engineer or create source code from the Solution.
- Limit Solution access to Authorized Users.
- Not disclose Solution features except to Authorized Users.

II. Proprietary Rights: All rights to the Solution, any derivative works, and documentation remain with IROL. Client may not remove proprietary notices.

AHJ acknowledges and agrees that IROL is the sole and exclusive owner of any patents, trademarks, copyrights, and trade secrets embodied in the Solution, as well as all other property rights and interests inherent in or associated with the Solution.

AHJ acknowledges and agrees that any such data shall be retained by IROL for seven (7) years, or for such period otherwise required by law, whichever is greater. AHJ hereby grants IROL the right to use all data (including reports) for IROL's own advertising and promotional purposes, provided that IROL anonymizes and aggregates such data with other User data. IROL reserves the right to disclose data (including reports).

IROL acknowledges that the AHJ is the exclusive owner of all data, including reports, submitted to the AHJ's account.

III. Independent Entity: Both Client and IROL are independent entities and not agents, employees, or joint venturers of each other.

IV. Reservation of Rights: IROL reserves the right to modify the Solution and its policies.

V. Use of Logos: IROL may use Client's logos during the Agreement term.

VI. Confidential Information: Both parties agree not to disclose Confidential Information except as required by law. "Confidential Information" includes all technical or non-technical data, information, and material, regardless of format, medium, or source, regarding the facilities, systems, hardware, software, operation, business, financial affairs, products, services, customers, independent contractors and employees of IROL, and the users of the Solution, i.e., members, non-Member Users, and AHJs which AHJ may become aware of because of its use of the Solution. Confidential Information shall include building and inspection data, which is stored on IROL's servers, notwithstanding the fact that such data may be otherwise publicly available.

IROL

VII. IROL Warranty: IROL warrants that it will provide the Solution in a workmanlike, professional, and commercially reasonable manner as judged by the standards of the industry.

AHJ's exclusive remedy for any breach of the warranties made in this Agreement is the correction or replacement by IROL of the Services or repair of the non-conforming component of the Solution, whichever is applicable.

VIII. Disclaimer: IROL DISCLAIMS WARRANTIES EXCEPT AS EXPRESSLY STATED AND THE SOLUTION IS PROVIDED ON AN "AS IS" BASIS. IROL HEREBY DISCLAIMS ALL SUCH WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SOLUTION. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ALL REVIEWS THAT IROL CONDUCTS TO NOTE DEFICIENCIES IN REPORTS SUBMITTED TO THE SOLUTION ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY, AND IROL DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH REVIEWS, AND AHJ ACKNOWLEDGES AND AGREES THAT NEITHER IROL NOR ANY OF ITS PERSONNEL OR CONTRACTORS THAT PROVIDE SUCH REVIEW SERVICES ARE RESPONSIBLE FOR, OR PROVIDE ANY GUARANTY, REPRESENTATION OR WARRANTY WITH RESPECT TO, THE SAFETY OR CONDITION OF ANY PROPERTY.

IX. Limitation on Damages: IROL'S LIABILITY IS LIMITED TO DIRECT DAMAGES AND IN NO EVENT SHALL IROL, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES BE LIABLE FOR ANY LOSS OF DATA, OR OTHER DAMAGES RESULTING FROM ANY DELAY IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. IROL SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES WHICH ARISE FROM THE USE, OR INABILITY TO USE, THE SERVICES OR ANY BREACH OF ANY PROMISE, REPRESENTATION, OR WARRANTY, OR WHICH ARISE IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, IROL'S LIABILITY TO AHJ SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE AHJ TO IROL IN THE 90-DAYS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

X. Internet Risks: Client acknowledges risks associated with internet use and releases IROL from liability.

XI. Indemnity: IROL (the Indemnifying Party) shall defend the Client (including its officers, directors, employees, agents, and affiliates) against any damages, losses, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees) arising from IROL's breach of this Agreement, or breach of its confidentiality obligations resulting in the unauthorized use or disclosure of the Client's confidential information. The Client shall notify IROL in writing of such loss, liability, claim, or cause of action as soon as reasonably practicable after becoming aware of it, and IROL shall promptly acknowledge such notice by affirming its indemnity obligation in writing. In the event IROL fails to render such acknowledgment within a reasonable period after being notified, or if IROL otherwise fails to indemnify the Client, the Client may seek counsel of its own choosing and shall be

entitled to recover reasonable attorney's fees, expenses, and costs involved in defending against such losses, liabilities, claims, or causes of action.

XII. Breach: Either party may terminate the Agreement in the event the other party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice.

XIII. Illegal Payments: AHJ agrees not to accept illegal payments from IROL employees.

XVI. Beneficiaries: There are no third-party beneficiaries to the Agreement.

XVII. Force Majeure: Neither party is liable for failure to perform due to uncontrollable circumstances.

XVIII. Notices: Notices are effective upon receipt, transmission, or delivery.

XIX. Jurisdiction and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding its conflicts of laws and provisions.

XX. Attorneys' Fees: Prevailing party entitled to recover legal costs.

XXI. Entire Agreement: This Agreement supersedes all prior agreements, notwithstanding any oral or written agreements to the contrary, including terms contained in any other documents exchanged between the parties.

XXII. Amendment: This Agreement may be amended in writing by both parties.



Signature Page

This Service Level Agreement (SLA) is entered into by and between:

Augusta Fire Department
3117 Deans Bridge Rd
Augusta, GA 30906
706-821-2929
jperkins@augustaga.gov

And

InspectionReportsOnline.net, Inc. (IROL)
1325 Satellite Blvd Suite 1607
Suwanee, GA 30024
331-454-7800

Effective Date: _____

By signing below, the parties acknowledge that they have read and understood the terms and conditions of this Service Level Agreement and agree to be bound by them.

AHJ:

_____

Printed Name

_____

Signature

_____

Date

InspectionReportsOnline.net, Inc. (IROL):

_____

Printed Name

_____

Signature

_____

Date

Commission Meeting

Meeting Date: April 14, 2026

FY26 Emergency Grant Budget Award Family Treatment Court

Department:	Juvenile Court
Presenter:	Paige Ford
Caption:	Motion to accept the FY26 Emergency Grant Budget Award for the Augusta Judicial Circuit Family Treatment and Juvenile Treatment Courts. Award amount $24,000 with no cash match.
Background:	The funding utilization begins April 1, 2026 and ends June 30, 2026.
Analysis:	N/A
Financial Impact:	Increases the current CACJ Family Treatment Court grant by $24,000
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022658 current GL for funds to be added to
REVIEWED AND APPROVED BY:	N/A

OFFICE OF THE GOVERNOR

CRIMINAL JUSTICE COORDINATING COUNCIL
EMERGENCY SUBGRANT AWARD ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Augusta-Richmond Board of Commissioners SUPPLEMENTAL STATE FUNDS: $24,000

IMPLEMENTING AGENCY: Augusta-Richmond Board of Commissioners

PROJECT NAME: Family Treatment Court

SUBGRANT NUMBER: AW-ACFP-26-086-012 GRANT PERIOD: 04/01/26-6/30/26

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by April 1,2026.

AGENCY APPROVAL

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 04/01/26

SUBGRANTEE APPROVAL

Signature of Authorized Official

Typed Name & Title of Authorized Official

Employer Tax Identification Number(EIN)

Public Safety Committee Meeting

April 14, 2026

Honorary Road Naming

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve t**he honorary naming of Railroad Street to Mattie Mae Ellison Way.
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

Jordan Grove Baptist Church
1529 Railroad Street
Augusta, Georgia

July 15, 2025

To the Honorable Augusta-Richmond County Commissioners:

We, the members of Jordan Grove Baptist Church, respectfully submit this request to Honorary rename Railroad Street, located in Augusta-Richmond County, Georgia, as Mattie Mae Ellison Way.

This honorary renaming would honor Mother Mattie Mae Ellison, our longest-living and most devoted church member. For over 85 years, she has faithfully served Jordan Grove Baptist Church, uplifting generations with her wisdom, grace, and unwavering commitment. Her service has extended far beyond the church walls, as she consistently gave back to the broader community—feeding the less fortunate and assisting families with essential needs. She also played a vital role in the construction of our current sanctuary, helping to purchase and lay the bricks that stand to this day.

Mother Ellison's dedication began in her youth. She fondly recalls holding lanterns for laborers during the building of the church. Over the decades, she has shared her culinary gifts at countless church events, warmly welcomed visitors, and mentored generations with compassion and strength. As our beloved "Mother of the Church," she has served as a spiritual pillar and a living example of faith in action.

On July 4, 2025, Mattie Mae Ellison reached the extraordinary milestone of 100 years of life. In recognition of her life and legacy, the City of Augusta graciously issued a proclamation declaring that day as "Mattie Mae Ellison Day." We extend our sincere thanks to Mayor Garnett Johnson and the Augusta Commission for this meaningful honor.

In celebration of her legacy, and as a lasting tribute to her century of love, service, and leadership, we respectfully request that Railroad Street be honorarily renamed Mattie Mae Ellison Way. We kindly ask that this change be completed by August 15, 2025, so that it may be joyfully unveiled at our 97th Church Anniversary Celebration on September 7, 2025, an event we hope Mother Ellison and her family will be able to attend.

We understand that a commissioner must bring this request before the board for consideration. I, Rev. Anthony R. Walker, humbly ask that one of you esteemed commissioners champion this request on behalf of Jordan Grove Baptist Church.

Thank you for your time, your thoughtful consideration, and your continued dedication to uplifting the individuals who have so deeply shaped our community.

With deepest gratitude,

Rev. Anthony R. Walker
Pastor, Jordan Grove Baptist Church
Deacon James A. Haynes
Chairman, Board of Deacons

Commission Meeting

April 21, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the March 31, 2026 Commission 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 MINUTES

Commission Chamber
Tuesday, March 31, 2026
2:00 PM

INVOCATION

Reverend Paul Robertson, Pastor, Windsor Spring Baptist Church

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

RECOGNITION(S)

A. **Congratulations**! Recognition of the Augusta 911 Center as the recipient of the 2025 Georgia Emergency Communications Conference (GECC) 911/Communications Center of the Year award.

Presentation made accordingly.

B. **Congratulations!** 2026 Cross Creek Comprehensive High School Boys Varsity Basketball Team on clinching the 2026 Georgia High School Association's 3-A Championship Title. **(Requested by Commissioner Jordan Johnson)**

Presentation made accordingly.

C. **Congratulations!** Butler HS (Boys) Basketball team for their 2nd place finish during the 2A tournament. **(Requested by Commissioner Don Clark)**

Presentation made accordingly.

DELEGATION(S)

D. **Mr. Matthew Cavedon** regarding failure to accommodate wheelchair users at the Augusta Aquatic Center.

Requested deletion from the agenda due to the matter being addressed by the Augusta Recreation Department.

E. **Ms. Debra Estep r**egarding accessibility of Commission meetings; request to move to 6:00 p.m. on Tuesdays for majority of local citizens to reinforce good faith progress and action.

Presentation made accordingly.

F. Ms. Jacqueline Cooper recognition of public service.

Presentation made accordingly.

CONSENT AGENDA

(Items 1-2)

PETITIONS AND COMMUNICATIONS

1. Motion to **approve** the March 18, 2026 Commission meeting minutes.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

APPOINTMENT(S)

2. Motion to **approve** the appointment of **Mr. Lawrence Brannen** to the Augusta Housing & Community Development Citizens Advisory Board representing District 10. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve with name correction Lawrence Freeman

Motion made by Rice and seconded by Clark
Motion carried 11-0

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 3-32)

PUBLIC SERVICES

3. Augusta Regional Airport (AGS) – Motion to approve **disbursement of a $500.00 payment for employees who provide significant support for the 2026 Airport's Masters® Operation.**

This matter was addressed in Executive Session with no action taken.

4. Report from Director of Recreation regarding the costs associated with adding permanent pickleball lines at the Warren Road Gym**. (Referred from the March 18, 2026 Commission meeting)**

   Presentation from staff related to the matter and received as information without objection.

5. **Approval** process of plans from Contractors and Developers. **(Requested by Mayor Pro Tem Wayne Guilfoyle)**

   Administration reported that a review was ongoing with discussions focusing on internal operations and how they can be improved.

   Received as information without objection.

6. Discuss updated data and path forward for a divestment plan for underutilized Recreation & Parks parks/facilities. **(Deferred from the Public Services Committee Meeting on March 10, 2026)**

ADMINISTRATIVE SERVICES

7. Receive as information the emergency request for the replacement of the gas pack unit at the Richmond County Sheriff's Office Evidence Building in the amount of $25,000.00 by GCT Industrial, LLC.

   Motion to approve

   Motion made by Rice and seconded by Clark
   Motion carried 11-0

ENGINEERING SERVICES

8. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 195-0-001-01-0) 2283 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 214).

Motion to approve

Motion made by Clark and seconded by Rice
Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

9. Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes (Parcel 194-0-029-10-0) 2327 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 204).

Motion to approve

Motion made by Clark and seconded by Rice
Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

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

Motion to approve

Motion made by Rice and seconded by Scott

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

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

Motion to approve

Motion made by Rice and seconded by Scott

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

12. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 165-1-124-00-0) 2797 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 97).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

13. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary easement for construction of drives (Parcel 194-0-143-00-0) 2349 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 190).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

14. Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 194-0-002-00-0) 2345 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 191).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

15. Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 150-0-010-04-0) 3032 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 26).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

16. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 194-0-147-00-0) 4102 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 183).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

17. Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes and temporary easement for construction of drives (Parcel 165-0-015-00-0) 2746 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 121).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

18. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 178-0-013-00-0) 2721 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 135).

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

19. Approve the purchase through a sole source procurement in amount of $50,103.00 for Richmond County's Rhythm In-Sync Adaptive Signal Timing System upgrade for Traffic ITS Operational Improvements for Fort Gordon Gates 2 & 6 corridor. /AE.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

20. Approve continued funding of the current on-Call ITS Construction & Emergency Repair services contract in amount of $44,493.06 for ITS network maintenance repairs at Broad Street Corridor between 13th Street to St. Sebestian Way. RFP 25-100A /AE

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

21. Approve Georgia Department of Transportation (GDOT) option of 0.076 acres Temporary Easements request from the Augusta, GA owned parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah River Project (PI#0013927). Temporary Easements boundaries depicted at

attached GDOT Preliminary Right of Way Map dated 04/25/24 sheets 60-0003, 60-0004, and 60-0009, and described at sheet 60-0013. /AE

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

22. Motion to authorize in connection with the Willis Foreman Project (PI# 0013703) condemnation those parcels which Engineering has been unable to reach an agreement regarding value with the property owner and those parcels that counsel has determined that need to be condemned for title issues. /AE

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

23. Emergency purchase of Air Conditioners for North Max Hicks Control Room

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

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

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 8-0 with Wimberly, Garrett and Guilfoyle out.

25. Motion to **approve** the staff to begin identifying a parking management solution for the downtown corridor. **(Requested by Commissioner Don Clark)**

Motion to approve and bring back the plan to include community input

Motion made by Clark and seconded by Rice

Motion carried 7-0 with Wimberly, Lewis, Garrett and Guilfoyle out

FINANCE

26. Motion to **approve** the Resolution and Amended Adoption Agreement and Addendum to Augusta's GMA 401(a) Defined Contribution Plan ("DC Plan") to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.

Consensus of the Commission to defer to the next commission meeting with feedback from Chief Judge Carletta Brown, Civil & Magistrate Court without objection.

27. Motion to **approve** funding for the March 10, 2026 Special Election in House District 130 and the April 7, 2026 Runoff in the amount of **$95,200.00** from General Fund Contingency.

Motion to approve

Motion made by Guilfoyle and seconded by Rice

Motion carried 8-0 with Garrett, Wimberly, and J. Johnson out

PUBLIC SAFETY

28. Approve agreements related to the continued operation of Augusta's Land Mobile Radio System (LMRS)

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

29. Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

30. Motion to approve the designation of Chief Superior Court Judge Flythe as the Authorized Official for the SCIP Youth Gang Grant quarterly reimbursement submissions in the Criminal Justice Coordinating Council (CJCC) grant portal.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

31. Motion to approve the granting of a Permanent Utility Easement to Jefferson Energy Cooperative for the installation and maintenance of electric utility infrastructure to serve the proposed new Fire Station located at Gordon Highway and Powell Road.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

Motion to go into Executive Session

Motion made by Clark and seconded by Scott
Motion carried 7-0 with Wimberly, Lewis, Garrett and Guilfoyle out

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

Motion to approve

Motion made by Clark and seconded by Rice

Motion carried 7-0 with Wimberly, Lewis, Garrett and Guilfoyle out

33. Motion to approve the salary of the newly hired Finance Director at the Augusta Regional Airport at a rate of $130,000 per year with a moving allowance of up to $10,000.

Motion to approve

Motion made by Clark and seconded by Rice
Motion carried 7-0 with Pulliam, Wimberly, Lewis and Garrett out

ADDENDUM AGENDA
AUGUSTA COMMISSION
REGULAR MEETING
MARCH 31, 2026
2:00 P.M.

ADMINISTRATIVE SERVICES:

1. Approve the execution of a memorandum of understanding between Augusta and the Augusta Museum of History for the temporary use by the public the museum parking lot and to authorize the Mayor and Clerk to execute the MOU. **(Requested by Mayor Garnett Johnson)**

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

PUBLIC SERVICES:

2. 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. The award will be for one (1) year with the option to extend for (four) additional years. The Augusta Commission has approved the recommendation of award. **2A**. **Augusta Regional Airport:** 26-004-Temporary FBO Tent Structure for 2026 Masters Tournament Operations.

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

DELETION (S):
DELEGATION(D)

3. Mr. Matthew Cavedon regarding failure to accommodate wheelchair users at the Augusta Aquatic Center. **(Requested by Mr. Cavdedon-issued has been addressed)**

Motion to approve

Motion made by Rice and seconded by Clark
Motion carried 11-0

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Commission Meeting

Meeting Date: April 21, 2026

AO 2025 Annual Report

Department:	Administrator's Office
Presenter:	Administrator Tameka Allen
Caption:	Receive as information a presentation of the 2025 annual report
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information a presentation of the 2025 annual report
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

Commission Meeting

Meeting Date: April 21, 2026

AO Coliseum Authority IGSA 2026

Department:	Administrator's Office
Presenter:	Administrator Tameka Allen
Caption:	Motion to approve the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of $120,000 for federal lobbying services.
Background:	Augusta and the Augusta Richmond County Coliseum Authority determined it is in their best interest to create a relationship in which both agencies can seek government relations and federal lobbying services that are mutually beneficial for the Authority and Augusta. The provision of these services allows Augusta to present a more comprehensive plan for the allocation of federal funds.
Analysis:	The original agreement was executed November 2021 and has been renewed each year. Services under the previous IGSAs with the Coliseum Authority, through Clyburn Consulting, LLC, have yielded the following results for Augusta. 1. $3,242,000 to address flooding issues (Rock Creek Basin – National Hills Drainage) 2. $3,888,000 for the Travis/Boykin Road Sewer and Waterline replacement 3. $4,093,000 for Storm Sewer Improvements 4. $1,000,000 for the Water Line Evaluation project 5. $1,500,000 for the Emergency Operations Center
Financial Impact:	$120,000 transfer to the Augusta Richmond County Coliseum Authority from the Administrator's operating budget (101013210/52.11120)
Alternatives:	N/A
Recommendation:	Motion to approve the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of $120,000 for federal lobbying services.
Funds are available in the following accounts:	101013210/52.11120
REVIEWED AND APPROVED BY:	N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This **INTERGOVERNMENTAL SERVICE AGREEMENT**, dated as of May 6, 2025, by and between the Augusta-Richmond County Coliseum Authority (the "Authority"), a public corporation created and existing under the laws of the State of Georgia, and Augusta, Georgia ("Augusta"), a political subdivision created and existing under the laws of the State of Georgia;

WITNESSETH:

WHEREAS, the Authority and Augusta have determined that it is in their best interest to create a relationship in which the Parties shall seek government relations and federal lobbying services; and

WHEREAS, such relationship is to the mutual benefit of the Authority and Augusta as the provision of these Services will allow the Parties to present a more comprehensive plan for the allocation of federal funds; and

WHEREAS, in a Meeting of the Augusta, Georgia Commission (the "Commission") held May 6, 2025, the Commission authorized the transfer of one hundred and twenty thousand dollars ($120,000.00) to the Authority for the purpose of coordinating the delivery of Services;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the Parties hereby agree as follows:

1. **SERVICES.** The Authority will undertake to enter into such agreements as necessary to expand the above-referenced Services. The Authority does not guarantee the results of these Services or any federal funding as a result of these Services.

2. **FUNDS TRANSFER.** Upon the execution of this Agreement, Augusta shall transfer one hundred and twenty thousand dollars ($120,000.00) to the account of the Authority to fund the Services described in paragraph 1 above.

3. **DURATION.** This Agreement shall become effective upon execution by the Parties and shall remain in place until such time as the transferred funds, in the amount of one hundred and twenty thousand dollars ($120,000.00), are depleted. Upon the depletion of said funds, the Parties may mutually agree to renew this Agreement, in writing, and such renewal shall be contingent upon the additional funds being transferred between the Parties. Each subsequent renewal shall remain in place until such time that the additional funds have been depleted, and there shall be no limit on the number of renewals between the Parties; however, under no circumstances shall this Agreement extend beyond three (3) years from the date of execution, regardless of the availability of funding.

4. **COUNTERPARTS.** This Agreement may be executed in two (2) or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the

signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

IN WITNESS WHEREOF, the Authority has executed this Agreement by causing its name to be hereunto subscribed by its Chairman; and Augusta has executed this Agreement by causing its name to be hereunto subscribed by its Mayor; all being done as of the day and year first above written.

AUGUSTA-RICHMOND COUNTY COLISEUM AUTHORITY

By: _____
Cedric Johnson, Chairman

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson, Mayor

Attest: _____ 6/11/25
Lena J. Bonner, Clerk of Commission



Augusta
GEORGIA

Finance Committee

Meeting Date: April 21, 2026

Bank of America Banking Resolution

Department:	Finance
Presenter:	Mattie Sue Stevens, Deputy Administrator
Caption:	Motion to approve Bank of America Banking Resolution and Certificate of Incumbency and authorize the Mayor to execute the documents.
Background:	On March 18, 2026, the Augusta Commission approved updates to the organization's current bank and bond account signatories. Staff have been working with each financial institution to complete the appropriate signatory authorization processes. The approved signatories are Administrator Tameka Allen, Deputy Administrator Mattie Sue Stevens, Budget Manager Rachel McFatridge, and Grants Compliance Manager Nancy He.
Analysis:	In order to complete the signatory changes previously approved, Bank of America has requested Commission approval of an updated Banking Resolution and Certificate of Incumbency. This document will allow the authorized signers to perform all necessary transactions for normal operations.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve Bank of America Banking Resolution and Certificate of Incumbency and authorize the Mayor to execute the documents.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

BANK OF AMERICA

Deposit Account & Treasury Management Servic
Banking Resolution and Certificate of Incumbency

Select One:	
☒	New or Replace Banking Resolution and Certificate of Incumbency – Complete Section I, II and III
☐	Updated Certificate of Incumbency Only *(Used to Add or Delete individual authorized signers)* - Complete Section II and III

ORGANIZATION LEGAL NAME (Must match legal name indicated in organization's formation documents)
AUGUSTA GEORGIA

I. BANKING RESOLUTION

WHEREAS, the Organization has determined to adopt, and hereby adopts, the following Banking Resolution and/or Certificate of Incumbency (with specimen signatures) in order to open or maintain a relationship with Bank of America, N.A. and its affiliates (collectively, the "Bank");

NOW THEREFORE BE IT:

RESOLVED, that except as otherwise agreed to in writing by the Bank, the Organization hereby designates certain individuals by name or by title as "**Authorized Signers**" that are duly authorized and entitled, on behalf of the Organization, from time to time and acting alone, including by electronic signature, electronic record or other electronic form, to (a) establish accounts for the Organization at Bank, as well as to operate and close such accounts and implement ancillary services in connection with such accounts, (b) enter into any and all agreements and transactions contemplated by the provision of account, depository, cash management and/or treasury management services, including, without limitation Electronic Funds Transfer Services, intraday credit, Automated Clearing House (ACH) services, controlled disbursements services, direct debit services, investment sweeps, merchant services, trade finance, foreign exchange services, overdrafts, card programs, zero balance arrangements and similar services ("Treasury Management Obligations"), (c) guarantee and/or grant a security interest or lien on Organization's property to guarantee/secure any and all of Organization's Treasury Management Obligations, (d) designate individuals to operate any such accounts including closing the account, and to designate persons to act in the name and on behalf of the Organization/Client with respect to the establishment and operation of Treasury Management Obligations, and (e) designate additional persons as "Authorized Signers" to act on behalf of the Organization and to grant those persons the authority to designate additional "Authorized Signers" to act on behalf of the Organization;

FURTHER RESOLVED, that any individual with any of the following titles is and shall be an Authorized Signer until such time as the Organization provides a New Banking Resolution to the Bank:

Title:	Administrator
Title:	Deputy Administrator
Title:	Budget Manager

Click "►" to add additional titles

Title:	Grants Compliance Manager
Title:	
Title:	
Title:	
Title:	
Title:	
Title:	

FURTHER RESOLVED, that each of the individuals whose signature, name, and title appear in the ACCOUNT HOLDER SIGNATURE and W-9 CERTIFICATION (if applicable) section of the Deposit Account Documentation Signature Card or Amendment to Signature Card ("Signature Card") and those individuals listed below on the Certificate of Incumbency (as it may be updated from time to time) is and shall be an Authorized Signer and each of the individuals identified as Designated Account Signers on the Signature Card is authorized to operate any accounts and take all other actions as set out in the Signature Card;

FURTHER RESOLVED, that an electronic or other copy of any disclosure, notice, agreement, undertaking, amendment, addendum, authorization, resolution, certificate, request, statement, record, document or other information (each a "Communication") shall be considered as effective as an original, each of which shall have the same legal effect, validity or enforceability as a paper record and an electronic signature shall have the same legal effect, validity or enforceability as a manually executed signature; and any electronic signature on or associated with any Communication shall be valid and binding on the Organization to the same extent as a manual signature, and that any electronically signed Communication, when entered into, will constitute the legal, valid and binding obligation of the Organization enforceable against the Organization in accordance with the terms thereof to the same extent as if manually executed; that any Communication, including such Communications required to be written or in writing, may be in the form of an electronic

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record and any Communication may be signed or executed using electronic signatures; each email address, telephone number and specimen signature provided to the Bank for each Authorized Signer is the true and correct email address, telephone number and signature of such Authorized Signer for conducting business on behalf of the Organization; any email sent to, or received from, such email address will be deemed received by, or sent by, the Organization; any telephone call or SMS text message made or sent to, or received from, such telephone number will be deemed to be received by, or sent by, such Authorized Signer on behalf of the Organization; any Communication signed by an Authorized Signer will be deemed to have been signed by such Authorized Signer on behalf of the Organization; each Authorized Signer is authorized to use electronic records and electronic signatures to receive, present, deliver or execute any Communication to create a legal, valid and binding agreement upon the Organization; and the Bank may rely upon the email addresses, telephone numbers and/or specimen signatures provided by the Organization or other email addresses, telephone numbers and/or signatures provided to the Bank by any person (including successor Authorized Signers) for obtaining, authenticating, verifying, and validating signatures. Furthermore, the Bank may rely upon any Communication which appears to be executed by any Authorized Signer using an electronic signature without any duty or obligation to inquire into or investigate the validity, authenticity, accuracy or content of the same. The Bank is further authorized by the Organization to rely upon any Communication that appears to be delivered from an Authorized Signer, including from an Authorized Signer's email address or telephone number.

THE UNDERSIGNED CERTIFIES that it is a Certifying Person (defined below) for the Organization, that the foregoing Resolutions are a complete, true and correct copy of the banking resolutions adopted by the Organization's board of directors, members, managers, general partners, commission, council or governing board or relevant authority, as applicable, that the resolutions are still in full force and effect and have not been amended or revoked, and do not exceed the objects or powers of the Organization. **For government entities, agencies or authorities, each of the individuals noted below are an officer, employee, or agent of the Organization who has plenary authority over funds (an "official custodian") for which the official custodian is appointed or elected to serve. The authority of the official custodian(s) listed below derives from an official source, such as an ordinance or statute.**

II. CERTIFICATE OF INCUMBENCY

THE UNDERSIGNED CERTIFIES that (i) for any individual whose name are added below, that each such individual does hold the position with the Organization set forth opposite his or her name, that the signature appearing opposite each such person's name is the genuine signature of such person, and that all such persons shall be **Authorized Signers** for all purposes set out in the Organization's Banking Resolution and (ii) for any individual indicated to be deleted, that such individual no longer holds the title ascribed to such person in a prior Certificate of Incumbency certified by the Organization and that such individual shall no longer be an Authorized Signer (it being agreed that the Bank shall have a reasonable period of time to implement this change).

Add or Delete	Name	Title	Signature (for Adds only)
Delete	Timothy Schroer	Deputy Finance Director	
Add	Tameka Allen	Administrator	
Add	Rachel McFatridge	Budget Manager	

Click "►" to add additional Authorized Signers

Add or Delete	Name	Title	Signature (for Adds only)
Add	Martha (Mattie Sue) Stevens	Deputy Administrator	
Add	Manhong (Nancy) He	Grants Compliance Manager	
[select]			
[select]			
[select]			
[select]			

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BANK OF AMERICA

Deposit Account & Treasury Management Servic
Banking Resolution and Certificate of Incumbency

Add or Delete	Name	Title	Signature (for Adds only)
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III. SIGNATURE OF CERTIFYING PERSON (defined below)	
In Witness Whereof, I, the undersigned, a Certifying Person in the capacity set forth below have hereunto set my hand as of the below date:	
Type or Print Individual's Name	Garnett L. Johnson
Type or Print Individual's Title	Mayor
Name of entity (general partner, member or manager) that is the Certifying Person of the Organization, or leave blank if not applicable. (Type or print the legal name of any member, manager or general partner on behalf of which an individual is signing below)	
Signature:	**Date:**
Additional Certifying Person ***(OPTIONAL. Please see instructions below)***	
Type or Print Individual's Name	Lena Bonner
Type or Print Individual's Title	Clerk of Commission
Name of entity (general partner, member or manager) that is the Certifying Person of the Organization, or leave blank if not applicable. (Type or print the legal name of any member, manager or general partner on behalf of which an individual is signing below)	
Signature:	**Date:**

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BANK OF AMERICA

Deposit Account & Treasury Management Servic
Banking Resolution and Certificate of Incumbency

INSTRUCTIONS FOR CERTIFICATION

- **Corporations**: Secretary or assistant secretary of the company **must** sign or the organizational equivalent officer who is acting as the Secretary. (This includes relevant authorized representatives of the Corporation under their local jurisdictional laws for non-US entities).
- **Trust:** Trustee(s) or other authorized individual outlined in the Trust document(s).
- **Any Partnership type**: A general partner must sign. If the general partner is an organization, a Certifying Person authorized to sign on the behalf of the general partner must sign (provide the legal name of the general partner and include the capacity of the individual signer to sign on its behalf).
- **Member/Manager Managed LLC**: A Member or Manager must sign. If the member/manager is an organization, a Certifying Person authorized to sign on the behalf of the member/manager must sign and provide the legal name of the member/manager and include the capacity of the individual signer to sign on its behalf in Section III.
- **Joint ventures or other unincorporated organizations**: An officer of the organization authorized by the by-laws or operating agreement of the organization or joint venture must sign.
- **Government entities, authorities or agencies:** An authorized signer of the government entity/authority who is authorized by the statutes must sign.

The Certifying Person may be listed on the Banking Resolution or Certificate of Incumbency if two such individuals sign the certification. If this is an issue for your organization, please contact your relationship manager.

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Motion to approve the Resolution and Amended Adoption Agreement and Addendum for Augusta's GMA 401(a) Defined Contribution Plan ("DC Plan") to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.

Meeting Date: March 31, 2026

LAW DEPARTMENT

Department:	LAW DEPARTMENT
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to approve the Resolution and Amended Adoption Agreement and Addendum to Augusta's GMA 401(a) Defined Contribution Plan ("DC Plan") to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.
Background:	This amendment would allow a participant who, as of April 1, 2026, has achieved Judge Emeritus status, and is at least 59 ½ years of age, to draw funds from their DC Plan account even if such person is still employed. The amendment also prohibits such person's participation in the DC Plan on or after April 1, 2026, meaning that neither Augusta nor the Judge Emeritus could make contributions to the Judge Emeritus's DC Plan account on or after that date. Presently, there is only one DC Plan participant who is a Judge Emeritus.
Analysis:	
Financial Impact:	None
Alternatives:	Approve the request. The position (Judge Emeritus) was created by legislation passed in 1992.
Recommendation:	
Funds are available in the following accounts:	

REVIEWED AND APPROVED BY:

ADDENDUM TO
THE GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN
FOR AUGUSTA, GEORGIA

This is an Addendum to the GMA 401(a) Defined Contribution Plan ("Plan") for Augusta, Georgia ("Augusta"), which became effective April 1, 2026. This Addendum shall replace and supersede any previous Addendum to the Plan. It modifies the Master Plan Document and Adoption Agreement in the following ways:

Amendments to the Master Plan Document--

(1) Compensation, as defined in Section 1.08 of the Master Plan Document, is amended to provide that Compensation means "wages, tips, and other compensation on Form W-2" instead of "wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2))." Compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125, 402(e)(3), 402(h)(1)(B), 403(b), 414(h) or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). However, compensation shall not include reimbursed expenses, severance, or lump sum vacation pay. The compensation of each Participant for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B).

(2) The provisions of Section 10.01 of the Master Plan Document, regarding vesting standards, are amended to provide that a Participant shall also be 100% Vested in his or her Accounts under the Plan upon attaining age 65. (See paragraph (4)(g) below concerning Vesting in the Participant's Employee Mandatory Contribution Account.)

(3) The provisions of Article XXIII of the Master Plan Document, regarding distributions pursuant to domestic relations orders, shall not apply. The Plan does not recognize domestic relations orders.

(4) The Master Plan Document is amended to provide for employee mandatory contributions, as follows:

(a) Sections 1.01 and 6.01, regarding Accounts, are amended to provide for a subaccount, to be established by the Administrator, known as the Employee Mandatory Contribution Account to which Employee Mandatory Contributions pursuant to Section 4.07, as amended, may be credited.

(b) Article I, regarding definitions, is amended by adding a definition of "Employee Mandatory Contribution Account," which means the subaccount maintained by

the Administrator to which Employee Mandatory Contributions pursuant to Section 4.07, as amended, may be credited. In addition, Article I is amended by adding a definition of "Employee Mandatory Contributions," which means the mandatory contributions for Eligible Employees as determined under the Adoption Agreement and made pursuant to Section 4.07, as amended.

(c) Section 3.01, regarding participation procedures, is amended to provide that an Eligible Employee must agree to payroll deduct Employee Mandatory Contributions as a condition of employment.

(d) Section 4.07, regarding employee contributions, is amended by striking the first sentence thereof and providing instead that an Eligible Employee must make Employee Mandatory Contributions upon completion of the waiting period under the Adoption Agreement. The Participating Employer elects to pick up and pay Employee Mandatory Contributions in accordance with Code Section 414(h)(2), in which case (i) the contributions, although designated as Employee contributions, will be paid by the Participating Employer in lieu of contributions by the Employee, and (ii) the Employee will not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan. This pick-up is effective prospectively for Employee Mandatory Contributions made on and after the execution date of this Addendum. The executor of this Addendum is authorized to take this action on behalf of the Participating Employer.

(e) Section 4.08, regarding remittance of contributions, is amended by adding a provision that any Employee Mandatory Contributions shall be deducted from the Participant's Compensation each Payroll Period and remitted to the Trust as soon as administratively feasible, but in no event later than fifteen (15) business days after the Payroll Period in which they are deducted from Compensation.

(f) Section 9.01, regarding investment of accounts, is amended to provide that unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Employee Mandatory Contribution Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account.

(g) Section 10.01, regarding vesting standards, is amended to provide that the Participant shall be 100% Vested in the Participant's Employee Mandatory Contribution Account at all times.

(5) Section 3.02 of the Master Plan Document is amended to add the following optional participation and reemployment provisions:

(a) Participants on October 1, 2007 – If an Employee participating in this Plan as of October 1, 2007 elected (affirmatively or by default) in accordance with and subject to the procedures specified by the Employer in Section 7.11-7.15 of the January 1, 2008

Addendum to the Adoption Agreement for the Employer's GMEBS-administered defined benefit retirement plan ("DB Plan") to waive the Employee's continued participation under this Plan in favor of participation under the DB Plan, then the value of all accounts maintained on behalf of the Employee under this Plan as of December 31, 2007 (including all employer contributions, employee contributions, and earnings thereon up until the transfer date, but excluding any rollover contributions and earnings thereon) was transferred as soon as reasonably practicable after January 1, 2008 from this Plan to the DB Plan, for the purpose of funding benefits payable to or on behalf of the Employee under the DB Plan. No partial transfers of the employer contribution and employee contribution accounts, and the earnings thereon, were permitted. Upon the transfer of said accounts of the Employees from this Plan to the DB Plan, Employees who elected the new DB Plan forfeited all further right, title, or interest under this Plan in its then current form or as amended with respect to the transferred accounts. Any rollover contributions and the earnings thereon shall continue to be maintained in a Rollover Account under this Plan on behalf of any Employee who elected the new DB Plan.

(b) Initially Employed After October 1, 2007 and before October 1, 2021 - Any Employee who initially took office or was initially employed (with no prior service for Augusta-Richmond County) as an elected or appointed member of the Governing Authority (member of the Board of Commissioners of Augusta-Richmond County), Administrator, Assistant Administrator, Department Director, Assistant Department Director, or Augusta-Richmond County Law Department General Counsel or Law Department staff attorney, between October 1, 2007 and October 1, 2021, was required to make an election to participate in this Plan or in the DB Plan, on forms provided by the Employer for such purpose and in accordance with procedures specified by the Employer, within thirty (30) days after employment or taking office. If any individual for whom participation was optional under the preceding sentence elected to participate in this Plan, such individual became a Participant as of the first day of the month coinciding with or next following the date the thirty (30) day election period expires, or if later January 1, 2008. The election was irrevocable, and the failure to make the election within the thirty (30) day time limit shall be deemed an irrevocable election not to participate in this Plan. Notwithstanding any provision herein to the contrary, if any Employee described in this Section 5(b) is terminated or vacates office and later returns to service with Augusta-Richmond County, the Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan, subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(c) Effect of Reemployment After Making October 2007 Election – If any Employee participating in this Plan prior to January 1, 2008 elected in accordance with and subject to the procedures specified in Sections 7.11–7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the Employer's DB Plan to remain a participant under this Plan and is later terminated or vacates office and later returns to service with Augusta-Richmond County, said Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan, subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(d) Former Employees Returning to Service After October 1, 2007 and before October 1, 2021; No Election – Subject to any applicable Internal Revenue Code election limitations, any former Employee (not including those described in (a), (b), or (c) above) who returned to service with Augusta-Richmond County between October 1, 2007 and October 1, 2021 as an elected or appointed member of the Governing Authority, Administrator, Assistant Administrator, Department Director, Assistant Department Director, Law Department General Counsel or Law Department staff attorney was required to make an election to participate in this Plan or in the DB Plan on forms provided by the Employer for such purpose and in accordance with procedures specified by the Employer, within thirty (30) days after employment or taking office. If any individual for whom participation was optional under the preceding sentence elected to participate in this Plan, such individual became a Participant as of the first day of the month coinciding with or next following the date the thirty (30) day election period expires, or if later, January 1, 2008. The election was irrevocable, and the failure to make the election within the (30) day time limit shall be deemed an irrevocable election not to participate in this Plan. Notwithstanding any provision herein to the contrary, if any Employee described in this Section 5(d) is later terminated or later vacates office and then returns to service with Augusta-Richmond County sometime thereafter, said Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(6) Section 4.07 of the Master Plan Document, regarding employee contributions, rollovers, and transfers, is amended by adding a provision for transfers to the Plan of conduit money purchase accounts on behalf of Participants. Solely for purposes of effectuating the restatement and conversion of the Plan from the Nationwide Retirement Solutions Governmental Defined Contribution Plan to the Georgia Municipal Association 401(a) Defined Contribution Plan, with respect to a Participant who elected, under Section 7.4 or Section 7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the DB Plan, to remain a Participant in this Plan, said Participant's account balance under the Plan was transferred to a conduit money purchase account under the DB Plan on behalf of such Participant to be temporarily held and invested in trust by the Georgia Municipal Employee Benefit System until transferred to the trust maintained by GMA for this Plan.

(7) Notwithstanding any provision to the contrary, a Participant (or former Participant) who is a Judge Emeritus as of April 1, 2026, may commence receiving retirement benefits without first incurring a Separation from Service, provided such Judge Emeritus is at least age 59 ½ on the date benefits commence.

Amendments to the Adoption Agreement--

(8) A Participant shall be required to contribute four percent (4%) of the Participant's Compensation to the Plan as a condition of employment. Employee Mandatory Contributions shall be considered "picked up" by the Participating Employer pursuant to Code Section 414(h) and Section 5(d) of this Addendum.

(9) An Eligible Employee shall become a Participant on the first day of the month coinciding with or next following the date the Eligible Employee satisfies the thirty (30) day waiting period for participation in the Plan.

(10) Notwithstanding the one month waiting period for participation provided in the Adoption Agreement and the entry date specified in item (8) above, an Eligible Employee may make a rollover contribution from another plan qualified under Code Section 401(a) prior to becoming a Participant in the Plan, subject to approval by the Trustee of such rollover contribution. The rollover contribution will be maintained in a separate Rollover Account and will be 100% Vested at all times. A rollover contribution for purposes of this provision is either (i) a direct rollover transferred directly from the other qualified plan, (ii) a rollover contribution of a distribution received by the Eligible Employee from the other qualified plan that is eligible for tax-free rollover, provided such rollover contribution is made within sixty (60) days of receipt, or (iii) a transfer from a conduit individual retirement account or annuity (IRA) that does not contain assets other than assets distributed to the Eligible Employee from another qualified plan that were eligible for tax-free rollover and were rolled into such conduit IRA within sixty (60) days of receipt. If an Eligible Employee makes a rollover contribution to the Plan pursuant to this item (9) prior to becoming a Participant, the Eligible Employee will participate in the Plan only with respect to such rollover contribution until he or she otherwise satisfies the requirements to become a Participant.

(11) In calculating the Vesting Period, a Participant will receive credit for one (1) Year of Service for each Plan Year in which the Participant completes at least 1,000 Hours of Service, subject to the following provisions:

(a) An "Hour of Service" means (i) each hour for which the Employee is paid, or is entitled to payment, for the performance of duties for the Employer; (ii) each hour for which the Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence); or (iii) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages. The same Hours of Service shall not be credited both under (i) or (ii), as the case may be, and under (iii). Notwithstanding the foregoing, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period; (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

(b) A Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. If a former Participant (including Participants under the Employer's preexisting defined contribution plan – see Adoption

Agreement p. AA-2) whose non-vested Employer Contributions are forfeited pursuant to this paragraph is reemployed by the Employer, the forfeited amounts shall not be restored.

(c) If a former Participant or Employee (including Participants under the Employer's preexisting defined contribution plan) is reemployed by the Employer following a Break in Service, any Years of Service occurring prior to any period of consecutive Breaks in Service shall not be taken into account for vesting purposes if the number of consecutive Breaks in Service within such period equals or exceeds five (5). Any Years of Service excluded pursuant to this subsection shall also be excluded from any subsequent determination of Years of Service.

(d) An Employee will incur a "Break in Service" in any Plan Year in which the Employee does not complete at least five hundred one (501) Hours of Service. Solely for purposes of determining whether a Break in Service has occurred in a Plan Year for vesting purposes, an Employee who is absent from work (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement shall receive credit for the Hours of Service that would otherwise have been credited to the Employee but for the absence (or if such hours cannot be determined, eight (8) Hours of Service per normal work day of absence). The total number of such hours treated as Hours of Service by reason of any absence shall not exceed five hundred one (501). Such Hours of Service shall be credited (i) to the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, to the following Plan Year. No such Hours of Service shall be credited unless the Employee furnishes to the Employer such timely information as the Employer may reasonably require to establish (i) that the absence from work is for reasons provided above, and (ii) the number of days for which there was such an absence. To the extent required by the Family and Medical Leave Act of 1993, as amended from time to time ("FMLA"), and the regulations thereunder, an Employee shall not incur a Break in Service for vesting purposes on or after August 5, 1993, on account of an absence from work which qualifies as a family or medical leave under the FMLA. To the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time ("USERRA"), an Employee shall not incur a Break in Service for vesting purposes on or after December 12, 1994 on account of a period of qualified military service to the extent required under USERRA and Code Section 414(u)(8)(A).

(12) In determining the Participant's total Years of Service for vesting purposes and subject to the break in service and forfeiture rules described in Section (10) above, Eligible Employees will be given credit for purposes of this Plan for Years of Service with the following predecessor employers of the Board of Commissioners of Augusta-Richmond County: the City Council of Augusta and the Richmond County Board of Commissioners.

(13) Notwithstanding any provision to the contrary, an Employee serving in the position of Judge Emeritus for the Employer as of April 1, 2026, is not permitted to participate in the Plan

on or after such date. Neither the Adopting Employer nor the Judge Emeritus is required or permitted to make Contributions to the Plan on behalf of such Judge Emeritus on or after April 1, 2026. In the event such an Employee ceases participation in this Plan due to serving as a Judge Emeritus for the Employer as of April 1, 2026, and then later becomes employed in a capacity other than as Judge Emeritus, the Employee shall again participate in this Plan, subject to the applicable requirements for eligibility and participation in this Plan.

EXECUTION BY EMPLOYER

The terms of the foregoing Addendum to the Adoption Agreement are hereby adopted and approved on the _____ day of _____, _____, by Board of Commissioners of Augusta, Georgia. This Addendum will be effective April 1, 2026.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The terms of the foregoing Addendum are approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated
As of January 1, 2018

RESOLUTION AND

ADOPTION AGREEMENT

Augusta, Georgia

Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

RESOLUTION

WHEREAS, the Augusta-Richmond County, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ☐ matching and/or ☒ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to ☐ participate or ☒ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Board of Commissioners of Augusta, Georgia ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

> GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.
>
> The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.
>
> On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or

- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may relay on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By:_____
Signature

_____
Name and Title

Attest:_____

Date:_____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: Augusta, Georgia

GOVERNING AUTHORITY

Name: Augusta, Georgia Commission Council
Address: 535 Telfair, Street, Augusta, GA 30901
Phone: (706) 821-1820
Facsimile: (706) 821-1838
Title of Person Authorized to receive Official Notices from the Plan or GMA: Human Resources Director

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting

this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose **(check one)**:

☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted)**, with respect to Contributions as approved by the Board of Trustees below.

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

☐ This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted)**. This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____, _____**(insert original effective date of preexisting plan)**.

☐ Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

☒ This is an amendment to be effective as of **April 1, 2026 (insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment)** of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **May 1, 1998**, as follows **(must specify elective provisions in this Adoption Agreement)**:

☒ **This is an amendment to allow a Participant who is a Judge Emeritus as of April 1, 2026, to receive retirement benefits without first incurring a Separation from Service, provided such Judge Emeritus is at least 59 ½ on the date benefits commence (see Addendum, Section (7)). This is also an amendment to provide that an Employee serving as a Judge Emeritus as of April 1, 2026, is not permitted to participate in the Plan (i.e., make or receive Contributions under the Plan) on or after such date (see Addendum, Section (13)).**

☒ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **January 1 (insert month and day e.g., July 1).**

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

☒ All Departments

☐ Covered Departments **(must specify):**_____

_____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below **(check one)**:

☐ All

☒ All with the following exclusions:

- ☐ Municipal Legal Officer
- ☐ Elected or appointed officials
- ☒ Other[1] **(must specify and clearly define the ineligible classification of employees):**

Prior to January 1, 2008, the following Employees were excluded from participation in the Plan: (i) employees whose employment was governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good

[1] Do not specify the inclusion or exclusion of a participant by using the name of the employee.

faith bargaining, (ii) non-resident aliens who received no earned income from the Employer which constituted income from sources within the United States, (iii) employees who participated in any other City of Augusta or Richmond County Retirement Plan, or (iv) employees who were not Regular Employees as defined in the Augusta-Richmond County Personnel Policies and Procedures; provided, however, it is expressly understood that the following are considered Eligible Employees: any employee, officer, appointee, or elected under any official of Augusta, Georgia, or Richmond County, Georgia, as now constituted or hereafter constituted, who is elected by both of the electorate. Notwithstanding the foregoing, the employee election provisions concerning certain employees initially employed or reemployed after October 1, 2007 and before October 1, 2021, as detailed in Section (5) of the Addendum to this Plan, shall be effective October 1, 2007 until October 1, 2021.

On and after January 1, 2008 , no employees will be eligible to participate in the Plan, except for: (i) any Employee participating in the Plan prior to January 1, 2008, who elected in accordance with and subject to the procedures specified by the Employer in Section 7.11-7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the Employer's GMEBS-administered defined benefit retirement plan to remain a participant under this Plan, subject to the reemployment provisions in Section (5) of the Addendum to this Plan; (ii) any Employee initially employed or initially taking office after October 1, 2007 and before October 1, 2021, as an elected or appointed member of the Governing Authority (member of the elected or appointed member of the Governing Authority (member of the Augusta-Richmond County Board of Commissioners, also known as the Augusta, Georgia Commission Council), Administrator, Assistant Administrator, Department Director, Assistant Department Director, Augusta, Georgia Law Department General Counsel or Law Department staff attorney, who elected to participate in this Plan in accordance with and subject to the election procedures and reemployment provisions in Section (5) of the Addendum to this Plan; and (iii) subject to any applicable Internal Revenue Code election limitations, any former Employee (not including those described in (i) or (ii) above) who returns to service with Augusta, Georgia after October 1, 2007 and before October 1, 2021, as an elected or appointed member of the Governing Authority Administrator, Assistant Administrator, Department Director, Assistant Department Director, or Augusta, Georgia Law Department General Counsel or Law Department staff attorney and who elected to participate in this Plan in accordance with and subject to the election procedures and reemployment provisions in Section (5) of the Addendum to this Plan. See also Section (13) of the General Addendum excluding the Judge Emeritus in such position as of April 1, 2026, from participation in this Plan on or after such date.

☐ Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.

☐ Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

☐ Other[1] **(must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):**

_____

_____

_____.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

☐ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled):**

☐ _____ **(must not exceed 40 hours/week)**

☒ **Other Minimum Hour Requirement (must specify): No minimum number of hours is required for eligibility to enter the plan, but 1,000 hours in a plan year are required to maintain eligibility to participate and to earn one (1) year of vesting service.**

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Minimum hour requirement applicable to excepted Eligible Employees:

☐ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled):**

☐ _____ **(must not exceed 40 hours/week)**

☐ **Other Minimum Hour Requirement (must specify):** _____.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

☐ **No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☒ **A waiting period described under one of the following options (check one):**

☒ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be **one (1) month** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☒ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☒ will not be added together to determine whether the waiting period has been satisfied.

☐ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

Exceptions: If a different waiting period requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the waiting period requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Waiting period requirement applicable to excepted Eligible Employees:

☐ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☐ **A waiting period described under one of the following options (check one)**:

☐ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☐ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows **(check matching, non-matching, or both as applicable):**

☐ **Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are **(check one):**

☐ All Eligible Employees
☐ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):** _____

The Employer elects the following matching contribution formula for Class A Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to _____ **(insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will

contribute _____% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $_____ **(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_____per weekly Payroll Period
$_____per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury**

Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

_____

_____

_____

_____

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:

_____.

The Employer elects the following matching contribution formula for Class B Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to _____ **(insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will contribute _____% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period

e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $_____**(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

_____
_____
_____
_____

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

☒ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are **(check one):**

☒ All Eligible Employees

☐ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**: _____.

The Employer elects the following contribution formula for Class C Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $_____ or _____% of Compensation per Participant.

☒ 2% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Payroll Period as shown below **(complete as applicable):**

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

_____

_____

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:

_____.

The Employer elects the following contribution formula for Class D Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $_____ or _____% of Compensation per Participant.

☐ _____% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Pay Period as shown below **(complete as applicable):**

$_____per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

_____
_____
_____
_____

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

_____
_____
_____
_____
_____

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the

following is not completed, no post-severance payments will be included in Compensation by default):

☒ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).

☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

- ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- ☐ Other: _____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

☐ **Immediate Vesting**. No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section).**

☒ **Cliff Vesting**. Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for **5** years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

☐ **Graduated Vesting Schedule**. Employer Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years)**:

Completed Years of Service as Eligible Employee	Vested %
1 year	____%
2 years	____%
3 years	____%
4 years	____%
5 years	100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: ☒ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: ☐ will be added together ☐ will not be added together ☒ will be added together if the Participant is reemployed with the Employer before completing a period of separation of **5** years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _____, _____, by the Augusta, Georgia Commission Council.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

☐ within 15 business days after the Payroll Period ending _____, _____.

☐ On the following prospective date **(specify a specific date)**: _____.

Dated: _____ By: _____

Title: _____
on behalf of the Board of Trustees

Public Safety Committee Meeting

April 14, 2026

Fire Department and Valor Station Meeting Update

Department:	N/A
Presenter:	N/A
Caption:	Update on the Fire Department and Valor Station meetings and if it implemented a pathway for our Fire Department Employees. **(Requested by Mayor Pro Tem Guilfoyle)**
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

April 21, 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