ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, October 27, 2026
1:10 PM

ENGINEERING SERVICES

1. Due to the need for a construction time extension on the active Augusta Reservoir Dams Improvements Project, an additional construction administration services change order is required for Cranston LLC. This change order will extend the remaining construction administration effort through to February 2027 with continued NPDES inspections through the end of the 2026 Calendar Year.
2. Approve proposal to enter an Engineering Services Contract with Cranston LLC to provide engineering and profession services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of **$481,043.00**.
3. Motion to approve a proposal to enter an Engineering Services Contract with Infrastructure Systems Management, LLC to provide engineering services for the design, permitting, and construction administration of the water main interconnection between the Sand Ridge and Pinnacle Place subdivisions. Infrastructure System Management is on the prequalified Engineering Consultants list RFQ 24-132 approved on 6/24/24'.
4. Approve One Year Renewal of enQuesta for AUD
5. Approve One Year Renewal of InvoiceCloud for AUD
6. Ratify funding for safety services from Cintas through 2026.
7. Request to **approve** recommendation of award and Augusta Utilities Contract for Water Meter Test Equipment to Mars Company (RFP 26-151). One-time purchase to include an annual software and maintenance proposal for a total of five years. One time purchase is in the amount of $458,901.00.
8. **Approve** Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.
9. Approve lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC. The bid award is for one year with the option to extend for four additional one year terms.
10. **Right-of-Way and Vacant Lot** scheduling now and through department transition. **(Requested by Commissioner Stacy Pulliam)**
11. Motion to **approve** the October 13, 2026 Engineering Services Committee Meeting minutes.

Engineering Services Committee

Meeting Date: October 13, 2026

Change Order Request - Augusta Reservoir Dams Improvements

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to execute Change Order #2 with Cranston LLC for additional construction administrative services for the Augusta Reservoir Dams Improvements project.
Background:	Due to the need for a construction time extension on the active Augusta Reservoir Dams Improvements Project, an additional construction administration services change order is required for Cranston LLC. This change order will extend the remaining construction administration effort through to February 2027 with continued NPDES inspections through the end of the 2026 Calendar Year.
Analysis:	This change order request is made as an extension of the previously administrator approved construction administration services proposal. Cranston LLC has previously completed GA EPD required inspections and is familiar with the dams' history, structure, and operations. Cranston LLC is also the design engineering firm tasked with design and permitting the project prior to construction. GA EPD, the regulatory agency for the dams being improved during this project, recognize Cranston LLC's Thomas Robertson, P.E. as Engineer of Record for this project. Cranston LLC's experience and immediate involvement with this project allows for efficient, accurate assessments while avoiding added costs of bringing in a new firm.
Financial Impact:	The proposal from Cranston LLC has been reviewed and determined to be reasonable. Funding in the amount of $38,500 is available from these accounts: G/L 507043410-5425110 and J/L 81800010-5425110.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston LLC for $38,500.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 507043410-5425110 and J/L 81800010-5425110.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

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

TO: Andy Penick
Director, Procurement Department

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

FROM: N. Clark Rivers, E.I.T.
Project Manager, Utilities Department

CC: Mitchell O'Neal, P.E.
Engineering & Construction Interim Assistant Director, Utilities Department

DATE: October 7, 2026

SUBJECT: JUSTIFICATION FOR CHANGE ORDER
Augusta Reservoir Dams Improvements Project
Additional Construction Administration Services
NPDES Inspections and Permit Termination

Due to revisions to the Augusta Reservoir Dams Improvements Project scope required to maintain operations at the Highland Avenue Water Treatment Plant, as well as construction requirements established by the Georgia Environmental Protection Division's Safe Dams Program, the project completion date must be extended through February 2027.

As a result, AUD requests approval of a Change Order in the amount of $38,500 to increase the original $24,900 purchase order (PO #P497903) with Cranston LLC for Construction Administration Services. The additional services will extend construction administration through February 2027 and include continued NPDES inspections and NPDES closeout through the end of calendar year 2026.

AUD recognizes that this Change Order represents a 155% increase to the original purchase order. However, the original $24,900 purchase order was based on an anticipated construction duration of 60 business days, from the end of April 2026 through June 2026. The revised construction schedule extends the project by approximately eight months, through February 2027.

The attached proposal details Cranston LLC's additional services, and AUD has determined that the proposed costs are fair and reasonable.

CRANSTON
AN HFW COMPANY

452 Ellis Street
Augusta, GA 30901
706-722-1588

September 16, 2026

Augusta Utilities Department
Attn: Wes Byne, PE
452 Walker Street
Augusta, Georgia 30901

Re: Dam Improvements for N. Max Hicks Reservoir Dam & Highland Avenue Reservoir Dams
Supplemental Construction Administration Services
Cranston File No. 2025-0054

Dear Mr. Byne:

Cranston LLC is pleased to submit this proposal for additional construction administration services associated with the ongoing dam improvements at the N. Max Hicks Water Treatment Plant and Highland Avenue Water Treatment Plant.

Cranston's previously authorized Construction Administration allowance was substantially expended by the end of July 2026. Since that time, construction has continued and the project scope has expanded through Change Order No. 1 and related technical coordination.

This proposal provides additional Construction Administration and NPDES-related services for the period August 1, 2026 through February 15, 2027, including applicable services already performed since August 1 and anticipated services required to complete the remaining construction-phase effort.

SCOPE OF WORK

TASK 1: SUPPLEMENTAL CONSTRUCTION ADMINISTRATION

Cranston will provide additional construction administration and engineering services during the extended construction period. Services are anticipated to include:

- Project management and coordination with Augusta Utilities Department, the contractor, Georgia Safe Dams, CSRA Testing and Engineering, and Terracon.
- Engineer-of-Record oversight and technical review during construction.
- Review and coordination associated with the geotechnical investigation and slope-stability analysis being performed by CSRA Testing and Engineering and Terracon.
- Review and coordination associated with piezometer installation, modification, and related instrumentation work.
- Review of dam restoration, grading, stabilization, erosion-control, fencing, and other improvements associated with Change Order No. 1.

DRAFT

- Review of contractor submittals, requests for information, and construction issues requiring engineering input.
- Preparation and review of construction-phase correspondence and documentation required for coordination with the Georgia Safe Dams Program.
- Limited site meetings and engineering visits as necessary to address construction issues and observe progress.
- Project management, schedule coordination, invoice review, and owner/contractor coordination through February 15, 2027.
- Limited transition and historical project support from the previous Engineer of Record as necessary to maintain continuity through project completion.

Augusta Utilities Department has separately engaged CSRA Testing and Engineering for geotechnical field and laboratory services. Terracon is supporting CSRA with the slope-stability analysis. Cranston's services under this task include coordination with AUD, CSRA, and Terracon and engineering review of the resulting information as it relates to the construction work and Georgia Safe Dams requirements. Fees for CSRA and Terracon are not included in this proposal.

Task 2: NPDES Inspections And Permit Termination

Cranston will continue routine NPDES construction inspections through December 31, 2026, including weekly inspections consistent with the current level of service.

Following completion of applicable land-disturbing activities and satisfaction of stabilization requirements, Cranston will assist with preparation and coordination of the required Notice of Termination (NOT) and related NPDES permit closeout activities.

Existing Authorized Services

This supplemental scope does not duplicate or increase previously authorized Post-Construction Administration or Survey Services.

Existing authorization remains in place for previously approved post-construction and closeout services, including final dam inspection, compilation and submittal of Georgia Safe Dams closeout documentation, final record/as-built information, and related post-construction coordination. Existing authorization also remains in place for the Highland Avenue toe-of-dam survey.

Those services will continue to be performed under the existing April 27, 2026 authorization and are not included in the supplemental fees below.

DRAFT

FEE PROPOSAL

We propose to provide the supplemental services described above on a time and materials basis, not to exceed the amounts shown below without additional authorization from Augusta Utilities Department.

TASK	DESCRIPTION		PROPOSED FEE
1	Supplemental Construction Administration		
		(T&M NTE) $	31,750
2	NPDES Inspections and Permit Termination		
		(T&M NTE) $	6,750
	Total Supplemental Services	$	**38,500**

Services will be invoiced based on actual labor expended at Cranston's current billing rates. These amounts are intended to cover applicable services performed from **August 1, 2026 through February 15, 2027**.

ASSUMPTIONS AND EXCLUSIONS

- This proposal is intended to cover the extended and expanded **construction-phase** services described above through February 15, 2027.
- Previously authorized Post-Construction Administration and Survey Services remain unchanged and are not included in this supplemental fee.
- Services performed by CSRA Testing and Engineering and Terracon are under separate authorization by Augusta Utilities Department and are not included in Cranston's fee.
- Major redesign or additional engineering services beyond those described above are excluded and may be provided under separate authorization if requested.
- The estimated not-to-exceed amounts are based on the anticipated level of effort and construction duration currently understood.
- Should construction extend materially beyond February 15, 2027, Cranston will coordinate with Augusta Utilities Department regarding any additional services required.

DRAFT

We appreciate the opportunity to continue assisting Augusta Utilities Department with this project. Please do not hesitate to contact us if you have any questions.

Sincerely,

CRANSTON LLC

Cary M. Nagler, PE
Senior Project Engineer

ACCEPTED:

AUGUSTA, GEORGIA

BY: _____

TITLE: _____

DATE: _____

DRAFT

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	N/A
DATE	09/24/2026

PROJECT TITLE Augusta Reservoir Dams Improvements

ORIGINAL CONTRACT DATE

PROJECT NUMBER AUD 2019-032

OWNER AUGUSTA, GEORGIA

PO NUMBER P497903

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

Description of Change (for a more detailed description see attached proposal):

Cranston was justified as the sole source provider of Construction Administration services and entered into an Engineering Services Agreement with AUD for the Augusta Reservoir Dams Improvements. As construction activities continue, this scope modification is to extend additional construction administration services through to February 2027 and NPDES inspections through the end of calendar year (CY) 2026.

PAYEE		**CRANSTON ENGINEERING GROUP**
TOTAL AMOUNT OF THIS CHANGE ORDER	$	38,500.00

The contract time will be INCREASED by 150 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT	$	24,900.00
PREVIOUS CHANGE ORDER	$	0.00
THIS CHANGE ORDER (INCREASE)	$	38,500.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	63,400.00

FUNDING NUMBER/ACCOUNT NUMBER 507043410-5425110

PROPOSED BY: _____ CONSULTANT DATE: 09/24/2026

REQUESTED BY: _____ ENGINEER DATE: 10/6/2026

SUBMITTED BY: _____ DEPARTMENT DIRECTOR DATE: 6 Oct 26

FINANCE ENDORSEMENT: _____ COMPTROLLER DATE: _____

RECOMMENDED BY: _____ ADMINISTRATOR DATE: _____

APPROVED BY: _____ MAYOR DATE: _____

AUGUSTA, GEORGIA

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

PURCHASE ORDER

PURCHASE ORDER NO.: P497903

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
06/01/26	043410	(706) 722-8379	R419699

VENDOR #	E-VERIFY #	EMAIL
17520	64684	

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

VENDOR
CRANSTON ENGINEERING GROUP
452 ELLIS STREET
P.O. BOX 2546
AUGUSTA, GA 30903

ATTN: SOLE SOURCE
BID NUMBER:
CONTRACT #:
BUYER: NANCY

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

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

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

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		CONSTRUCTION ADMINISTRATION SERVICEDS FOER THE AUGUSTA RESERVOIR DAMS IMPROVEMENTS PROJECT APPROVED BY ADMIN 5/14/26 G/L 507-04-3410/54-25110 J/L 81800010-542511 0	24,900.00	24,900.00

APPROVED BY ADMIN 5/14/26
*NANCY WILLIAMS 5/26/26

CONDITIONS - READ CAREFULLY

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

Sent by:
JUN 05 2026
Tess Thompson
REQUISITIONER

NET TOTAL..... 24,900.00

APPROVED FOR ISSUE
Andy Penick
DIRECTOR OF PROCUREMENT

Engineering Services Committee

Meeting Date: October 13, 2026

Augusta Canal - Federal Energy Regulatory Commission License 2026-2027 Updates Engineering Services Contract

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter an Engineering Services Contract with Cranston LLC to provide engineering and profession services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of $481,043.00.
Background:	Augusta Utilities Department is currently a license applicant with the Federal Energy Regulatory Commission (FERC) for operation of the Augusta Canal. This contract will assist AUD with preparation and maintenance of the plans and programs required by FERC. Cranston LLC has previously provided these FERC required services and this would be a renewal of those services for two years.
Analysis:	Approval of this contract will allow AUD to meet the requirements of the FERC during our application process. This contract will meet all requirements of our FERC license application for the next two years.
Financial Impact:	We have reviewed the proposal from Cranston LLC and find it to be reasonable. Funding in the amount of $481,043.00 is available from accounts: G/L 507043410-5212115 - J/L 89600440-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston LLC for $481,043.00.
Funds are available in the following accounts:	Funds are available in account G/L 507043410-5212115 - J/L 89600440-5212115.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

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

DATE: September 21, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE
FERC License 2026-2027 Updates Engineering Services Contract

AUD requests approval for Cranston LLC as the sole source to perform engineering and profession services related to the Federal Energy Regulatory Commission (FERC) License for the Augusta Canal. Cranston LLC has previously completed FERC required inspections and plan updates and is familiar with the Augusta Canal Project history, structures, and operations. Cranston LLC's experience and immediate involvement with this project allows for efficient, accurate assessments while avoiding added costs of bringing in a new firm.

The attached proposal outlines Cranston LLC's services and AUD has determined that the associated costs are fair and reasonable.

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

DRAFT

CONSULTANT: **Cranston LLC**

PROJECT: **Augusta Canal Annual FERC License Updates 2026-2027**

DATE EXECUTED:

DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

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* Cranston LLC., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Augusta Canal Annual FERC License Updates 2026-2027

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:

GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

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.

DRAFT

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.

DRAFT

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

DRAFT

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.

DRAFT

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

DRAFT

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

DRAFT

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

DRAFT

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of $5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

DRAFT

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.

DRAFT

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:
CRANSTON LLC
_____
_____
_____

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,

DRAFT

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.

DRAFT

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]

DRAFT

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:

CRANSTON LLC

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

DRAFT

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.

DRAFT

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.

DRAFT

ATTACHMENT A – SCOPE OF SERVICES

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not 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.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT

CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items **(CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).**

Prior to Authorization To Proceed:

☑ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.

☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.

☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.

☐ Provide CITY with information on the project site(s), including the following:

- Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
- Soil type(s)
- Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
- Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
- Identification of potential problems in meeting design objectives.

☐ Site Plan (If Required)

Throughout project:

☐ Prepare printed responses to comments received from the CITY following reviews.

☐ Provide the necessary plats for easement acquisition and DOT/other permit application.

☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.

☐ Prepare and submit plans to EPD for review and approval when required.

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	**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.

DRAFT

BEST AND FINAL FEE PROPOSAL

DRAFT

CRANSTON
CranstonEngineering.com
452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

July 22, 2026

Mr. Wes Byne, P.E.
Director – AUD
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Canal Annual FERC Updates 2026-2027
Cranston File No. P26CRA0471

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for accomplishing the necessary engineering, survey, inspection and reporting services associated with the Federal Energy Regulatory Commission (FERC) compliance requirements for the Augusta Canal Hydropower Project. In addition to the annual FERC updates and reporting requirements, this proposal includes support for agreed recommendations from the 2024 Part 12D report, FERC D2SI security inspection follow-up requirements, FERC comments related to the Inflow Design Flood Report and Sudden Failure Assessment, and ongoing regulatory and program-support needs. This proposal states our understanding of the project scope, the general tasks needed to comply with applicable requirements, and the fees for accomplishing the work.

GENERAL:

The City of Augusta, through the Augusta Utilities Department (AUD), has applied for a license from the Federal Energy Regulatory Commission for operating the canal for power production. The application process has been lengthy, and the approval of the commission remains a pending matter. Licensed projects must comply with applicable requirements of the Code of Federal Regulations Title 18, Conservation of Power and Water Resources, which includes requirements for dam safety (Chapter 14, Dam Safety Performance Monitoring Program).

This program involves a comprehensive approach to technical data reporting, potential failure mode identification, surveillance and monitoring, emergency action, security and vulnerability, and a series of inspections and reports by a qualified consultant. Cranston has the knowledge and expertise to support these efforts, having worked directly on and around the Augusta Canal since 1967.

The Augusta Canal Hydropower Project includes the canal, diversion dam, banks and drainage works, but excludes the power generating facilities of Sibley,

DRAFT

King, and Enterprise Mills, as well as the Augusta Raw Water Pumping Station. The project is subdivided into individual projects identified by FERC by project number as follows: High Hazard - Augusta Canal Left Embankment & Structures (Below Bulkhead) (Project No. 11810-01-02), High Hazard - Augusta Canal Right Embankment (Below Bulkhead) (Project No. 11810-01-03), Significant Hazard - Augusta Canal Left Embankment & Structures (Above Bulkhead) (Project No. 11810-01-01), and Significant Hazard – Augusta Diversion Dam (Project No 11810-02-01).

SCOPE OF WORK:

The services proposed herein are intended to provide the technical bases for AUD's compliance with the applicable requirements of the Federal Energy Regulatory Commission Dam Safety Monitoring Program, FERC D2SI security compliance and inspection follow-up requirements, FERC comments related to the Inflow Design Flood Report and Sudden Failure Assessment, specialized inspection and improvement projects requested by AUD, and recommended actions from the 2024 Part 12D. The proposed components are more fully described as follows:

I. 2026-2027 Annual FERC Reports and Updates

A. 2026 & 2027 Emergency Action Plan Orientations and Updates.

The annual orientation seminar, drill, and review of the Emergency Action Plan (EAP) will be conducted, and the plan will be updated accordingly based on comments received from the attendees and regulatory reviews. The annual orientation and drill will include a meeting of all notification flow chart personnel identified in the Emergency Action Plan. An onsite tour or virtual tour will be included as allowable. We will also hold a meeting with the local EMA and AUD staff to review emergency actions, current response times, and related EAP coordination items. Substantive Sudden Failure Assessment (SFA) update services are described separately in Section IV.D. Upon completion of the meetings and subsequent plan updates, a revised EAP document for 2026 and/or 2027 will be distributed to all plan holders, and a status report will be prepared for AUD submittal to FERC. The EAP practical exercise and/or annual seminar will be conducted prior to the peak of hurricane season in August or sooner, with the FERC submission deadline being December 31 of each year.

B. 2026 & 2027 Public Safety Plan Reviews and Updates.

The Public Safety annual field inspection, plan review, and plan update will be conducted in accordance with FERC regulations. Should revisions be required, revised plan sheets will be distributed to all plan holders, and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31 of each year.

DRAFT

C. 2026 & 2027 Dam Safety Surveillance and Monitoring Plan (DSSMP) Report, Reviews and Updates.

We will perform an annual review of the DSSMP in 2026 & 2027 and make any necessary updates which may be required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual Dam Safety Surveillance and Monitoring Report(s) (DSSMR) for submission to FERC. The current FERC deadline for submission is December 31 of each year. This task will include incorporation of findings from recent repairs and/or other activities associated with the maintenance and repair of the canal following damage from the impacts of Hurricane Helene.

D. 2026 & 2027 Owners Dam Safety Program (ODSP) Annual Reports and Updates.

The annual Owners Dam Safety Plan Report will be compiled in accordance with the FERC requirements. We will also review the plan and make any necessary updates required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual report for submission to FERC. The current deadline for submission is December 31 of each year.

E. 2026 & 2027 FERC D2SI Annual Security Compliance Certification (ASCC) and Security Inspection Follow-Up Assistance.

We will provide assistance to AUD in developing the FERC D2SI Annual Security Compliance Certification assessments, program updates, documentation, and coordination efforts to maintain compliance with FERC security requirements. This includes assistance with the Security Program for Hydropower Projects, Dam Assessment Matrix for Security and Vulnerability Risk, coordination with AUD and FERC, and attendance at periodic meetings.

This task also includes additional assistance related to FERC D2SI's June 25, 2026 post-inspection follow-up letter for P-11810-01, Augusta Canal, including the enclosed Physical Security Follow-up and Recommendations table. This expands the task from routine annual certification support to include a short-term response effort and follow-up tracking for the specific recommendations identified in that letter.

The added effort includes:

- Review of the June 25, 2026 FERC D2SI follow-up letter and recommendation table;
- Preparation of an initial response, Plan and Schedule for AUD review;
- Assistance with FERC recommendation tracking, including responsible parties, due dates, status, and completion documentation;

DRAFT

- Coordination with AUD staff and other responsible parties regarding actual security procedures and implementation status;

- Support for updates to security-related documentation identified in the recommendation table, including the Security Plan, Internal Emergency Response Plan, Security Assessment, project maps, response procedures, communication procedures, and key-control procedures, as needed; and

- Assistance with status updates and completion documentation for future FERC coordination.

This task is intended as regulatory and documentation support for AUD. It does not include implementation of physical security improvements, procurement or installation of security hardware, law-enforcement services, IT/security-vendor services, or a full independent vulnerability assessment unless separately authorized.

II. 2026 & 2027 Field Reconnaissance, Inspections, and Compliance Reporting

A. Additional Detailed and Periodic Canal Inspection Compliance. During the next bi-annual period of 2026-2027, we will also perform two (2) periodic general inspections of the canal crest and known seepage areas. These inspections will include photo documentation and identification with GPS locations for map and field reference.

B. Operations and Procedures Updates (As Needed).
We will meet with AUD and RWPS staff to discuss necessary updates to the Operations Manual. These services may result from the outcomes of the Dam Safety Report – Accommodating the IDF, annual EAP reviews, FERC correspondence, AUD operational changes, or other operations-related needs not otherwise addressed under the specific IDF, SFA, or EAP Practical Exercise tasks described in Section IV. These services are estimated and will only be used as needed at the direction of AUD.

C. Supporting Technical Information Document (STID) Response to FERC Comments (As Needed).
This item is to update and address potential FERC comments related to the latest edition of the published STID documentation. This includes updating filing STID documentation with new information developed in 2026 and 2027 for the next future published STID update.

DRAFT

III. 2026 & 2027 Project Management, FERC Coordination, Training, and Additional Tasks

A. 2026 & 2027 Project Management and FERC Coordination Assistance (As Needed).

We will provide ongoing primary assistance developing subsequent response letters, project management tasks, and general coordination with AUD, SHPO, and FERC representatives, where not otherwise specified. We will review and provide comments on related correspondence, regulatory submittals, and project documentation as requested by AUD.

We anticipate participating in monthly status meetings with AUD to review current tasks, upcoming deadlines, and anticipated regulatory coordination needs. Additional interim coordination meetings may be held as needed during active work periods, with an assumed average of approximately one interim meeting per month between regular monthly status meetings. We will also participate in joint meetings with FERC and AUD when requested by AUD.

B. Additional Canal Tasks (Allowance).

In order to be flexible and responsive to unforeseen circumstances, service requests from AUD and FERC, and other support needs not specific to the tasks identified above, we will provide secondary services on an as-needed basis. This task is proposed due to prior requests from FERC for communications and information from AUD not specific to current contracted services, real-time conditions that require our assistance, limited technical and regulatory support related to funding-program coordination, including CWIFP-related documentation review or response support requested by AUD, and/or other circumstances that require timely support services from Cranston to AUD.

C. 2026 & 2027 AUD Training and Public Education. (As Needed).

We will provide assistance to AUD in developing the FERC requested and ODSP documented public education outreach activities. To the extent requested, we will help with materials and assistance during public meeting(s) or training meeting(s), up to three meetings total. The public education previously proposed by AUD and Augusta-Richmond County Emergency Management Agency for a public outreach event in 2024 for residents, businesses, and other interests within the 100-foot potential failure impact zone were cancelled due to the pandemic. Additional services regarding training and public education for 2026 & 2027 are provided in this scope item; however, they are anticipated to only be in a support capacity by attending a public meeting, training exercise, and/or providing technical information or material review of documentation provided by AUD for these purposes. This task will include assistance in developing an annual Raw Water Pump Station and relevant AUD staff training session on key elements of canal and dam safety operations, inspections, and reporting.

DRAFT

IV. Modernizing Base Map, Hydraulic Modeling, IDF/SFA Updates, and EAP Practical Exercise

A. Modernize Augusta Canal Base Map

We will update the existing base map for the Augusta Canal Hydropower Project using available project mapping, one-foot LiDAR contour data, existing GIS/CAD information, aerial imagery, record information, and other available project data developed or maintained by Cranston and AUD. The updated mapping will cover approximately 50 drawings, including project overview sheets and more detailed sheets for the upper canal and major project structures.

Services will include review and incorporation of available mapping data, updates to project features and terrain information, preparation of revised drawing sheets, and general QA/QC review. The updated mapping will be developed to support inspections, reporting, STID updates, and future capital planning. The updated base mapping and terrain information will also be used as supporting reference information for the hydraulic model described in Section IV.B.

This task is based on the use of existing available project data and does not include new field survey unless separately authorized.

B. Modernize Augusta Canal Hydraulic Model

We will develop a new 2D unsteady flow hydraulic model in HEC-RAS (latest version) for the approximately 7-mile Augusta Canal, replacing the existing 1D schematic model developed by USACE in the early 2000s. The model will incorporate provided one-foot LiDAR contours for terrain, updated land use data, and existing HEC-HMS inflow hydrographs (no revisions anticipated). Key elements include modeling 2 passive weirs, 10 outlet control gates, 19 inline flood control gates, and 9 miles of levees. Tasks include: reviewing existing models and data, including Hurricane Helene repair data (if available); setting up terrain in RAS Mapper using IV.A outputs; defining 2D flow areas and mesh with refinements near structures; modeling hydraulic structures with operational rules; applying boundary conditions and configuring unsteady flow; calibrating and validating the model using available historical events; conducting sensitivity analysis for land use and operations; and documenting results with a technical report and STID/Operations Manual updates. The model will support evaluation and documentation of FERC compliance for IDF scenarios. Additional surveying, if needed, will be scoped separately on a time-and-materials basis.

C. Inflow Design Flood (IDF) Update

We will provide assistance to AUD in addressing FERC comments related to the Inflow Design Flood (IDF) Report. Services will include review of

DRAFT

FERC correspondence, coordination with AUD regarding the proposed response approach, preparation of draft response materials, and development of plan-and-schedule documentation for AUD review and submittal to FERC, as applicable.

This task may include review and update of the IDF report discussion related to selected flood-handling alternatives, gate operations assumptions, action levels, RWPS Intake #9 and Intake #10 discharge assumptions, Long Gate Spillway discharge limitations, Tin House Gate operations, and Bulkhead Gate/Headgate operating assumptions. Services may also include evaluation of RWPS Intake #9 trash rack impacts on flood discharge capacity, consideration of debris-management measures, clarification of alternatives to be implemented or not implemented, and development of plan-and-schedule information for gate modifications or embankment/freeboard improvements identified through the updated IDF review.

This work will be coordinated with the modernized base map and hydraulic modeling tasks described above. The updated mapping and hydraulic model will provide supporting information for canal features, gate and discharge structure locations, critical low points, IDF water surface elevations, freeboard evaluations, and flood-handling alternatives.

D. Sudden Failure Assessment (SFA) Update

We will provide assistance to AUD in updating the Sudden Failure Assessment (SFA) and related EAP documentation. Services will include review of the current SFA, FERC comments, EAP provisions, camera installation status, emergency response assumptions, and coordination measures with first responders, Augusta Canal Authority, AUD operations staff, and other applicable parties.

This task may include updating detection, verification, notification, and response-time assumptions; documenting the effect of installed cameras and other monitoring improvements; incorporating coordination with first responders and nearby responsible parties; updating public education and critical facility coordination information; and preparing revised SFA documentation for incorporation into the EAP and/or annual EAP status reporting.

Services may also include development of SFA-related gate opening/closure procedures and emergency response guidance for sudden failure or potential failure conditions, including procedures for response when primary access routes are obstructed, flooded, washed out, or otherwise unsafe. Alternative access mapping may be prepared for critical canal structures and response locations, including the Headgates/Diversion Dam, Bulkhead Gates, Long Gate Spillway, Tin

DRAFT

House Gate, RWPS Intake structures, WPA Spillway/RWPS area, 13th Street Gates, and other locations identified with AUD.

This work will be coordinated with the modernized base map task to provide updated reference mapping for critical facilities, camera locations, access routes, emergency response locations, and other SFA/EAP support information.

E. EAP Practical Exercise Support (Time & Material)

We will provide support for the coordinated 2027 Practical Exercise with stakeholders and emergency management personnel, including participation, facilitation, documentation, and updates to the EAP based on outcomes. This includes facilitating the exercise, incorporating applicable SFA and camera-related information into the exercise discussion, identifying follow-up items, and preparing status documentation for FERC submission. This task will be performed on a time-and-materials basis to accommodate variable needs.

DRAFT

FEE PROPOSAL:

We propose to accomplish the individual items listed below at the fees and terms for each item shown. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time. We have provided estimated not-to-exceed fees for these items for your budgeting purposes.

I. 2026-2027 Annual FERC Reports and Updates

Lumpsum

Subtotal: $169,900.00

II. 2026-2027 Field Reconnaissance, Inspections, and Compliance Reporting

Lumpsum

Subtotal: $33,100.00

III. 2026-2027 Project Management, FERC Coordination, Training, and Additional Tasks

Lumpsum

Subtotal: $194,200.00

IV. Modernizing Base Map, Hydraulic Modeling, IDF/SFA Updates, and EAP Practical Exercise

A. Modernize Augusta Canal Base Map: $24,000 (T&M, Not-to-Exceed)
B. Modernize Augusta Canal Hydraulic Model: $50,400 (T&M, Not-to-Exceed)
C. Inflow Design Flood Report (IDF) Update: $30,000 (T&M, Not-to-Exceed)
D. Sudden Failure Assessment (SFA) Update: $25,000 (T&M, Not-to-Exceed)
E. EAP Practical Exercise Support: $10,000 (T&M, Not-to-Exceed)

Subtotal: $139,400.00 (T&M, Not-to-Exceed)

Subtotal Before Credit: $536,600.00

Prior Contract Credit: ($55,557.00)

GRAND TOTAL: $481,043.00

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

DRAFT

TIME OF COMPLETION

We are prepared to begin work at your direction and will work with AUD to develop and periodically update a schedule for the proposed services. The schedule will be used to organize anticipated tasks, support applicable AUD and FERC deadlines, and adjust priorities as needed during the course of the work. Task sequencing and completion dates may be modified as necessary to address changing regulatory requirements, AUD priorities, FERC correspondence, field conditions, and other project needs.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC

Cary M. Nagler, PE

William T. Dunaway, PE

CMN/cmn

ACCEPTED:

CITY OF AUGUSTA

BY: _____

TITLE: _____

DATE: _____

DRAFT

Engineering Services Committee

Meeting Date: October 13, 2026

AUD Sand Ridge-Pinnacle Place Water Main Interconnect

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to enter an Engineering Services Contract with Infrastructure Systems Management, LLC to provide engineering services for the design, permitting, and construction administration of the water main interconnection between the Sand Ridge and Pinnacle Place subdivisions. Infrastructure System Management is on the prequalified Engineering Consultants list RFQ 24-132 approved on 6/24/24'.
Background:	This contract will provide the necessary professional engineering services to develop the preliminary design, wetlands delineation, plans and specifications, wetlands permit, and construction administration to allow AUD to eliminate two (2) single-feed service areas within Augusta-Richmond County. This project will include permitting, design, bidding, and construction administration.
Analysis:	Eliminating single-feed service areas is consistent with Augusta's long-term strategy to address providing redundancy to portions of the existing service area. Providing redundant feeds will allow better operations and maintenance of the water infrastructure within the area.
Financial Impact:	The proposal from Infrastructure Systems Management, LLC has been reviewed and determined to be reasonable. Funding in the amount of $62,500 is available from these accounts: G/L 507043410-5212115 and J/L 82400050-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Infrastructure Systems Management, LLC for $62,500.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 507043410-5212115 and J/L 82400050-5212115.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

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

TO: Andy Penick
Director, Procurement Department

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

FROM: Clark Rivers, E.I.T., Project Manager
Utilities Department

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

DATE: 09/21/2026

SUBJECT: Engineering Services Justification
AUD Sand Ridge-Pinnacle Place Water Main Interconnect

Augusta Utilities Department (AUD) has engaged Infrastructure Systems Management, LLC to provide engineering services including the preliminary design, wetlands delineation, plans and specifications, wetlands permitting (if necessary), and construction administration services for the design and construction of water main interconnection to eliminate two (2) single-feed service areas (i.e., Sand Ridge and Pinnacle Place sub-divisions). This project would interconnect the two subdivisions providing redundant means of water service to both service areas.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Infrastructure Systems Management, LLC is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

Infrastructure Systems Management, LLC

Tel 706-691-8611 1557 Broad Street www.ismllc-engr.com
Augusta, GA 30904 aladson@ismllc-engr.com



September 17, 2026

N. Clark Rivers, EIT
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

RE: Sand Ridge & Pinnacle Place
Water System Interconnection
Augusta Utilities Department

Dear Mr. Clark,

Infrastructure Systems Management (ISM) is pleased to submit this proposal to provide professional engineering services for The Sand Ridge & Pinnacle Place Water System Interconnection Improvements.

We understand the basic scope of the project is to provide an interconnection between Sand Ridge and Pinnacle Place subdivisions off Tobacco Road to improve water flows and redundancy.

Scope of Services

- Provide preliminary water line design for AUD review
- Provide Wetland delineation *(not to include permitting)*
- Prepare plans & specifications for bidding and construction.
- Shop Drawing review and approval.

Engineering Fee

ISM will provide these basic engineering services for a lump sum fee of **$40,000**. We estimate completion of this project at 90 days or less upon notice of award.

Additional Services

Where required, and having prior approval, we propose to invoice for Additional Services in accordance with the attached rates on an hourly basis. The Additional Services are as follows:

- Field survey work and subsurface survey ($7,500 to $11,000)
- Wetlands Permitting ($3,500-$7,500) *if necessary.*

DRAFT

- Construction Administration Services (Hourly, not to exceed $4,000)
- Construction Inspection Services (Hourly) *if requested*

Once again, we appreciate your consideration of ISM for these projects. If this proposal is acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me on (706) 339-9660.

Sincerely,

Eric M Hinds
Senior Project Manager
ISM LLC

ACCEPTED:

AUGUSTA RICHMOND COUNTY, BOARD OF COMMISSIONERS:

_____ _____

Signature: Date:

DRAFT

Infrastructure Systems Management, LLC

Tel 706-691-8611 1557 Broad Street www.ismllc-engr.com
Augusta, GA 30904 aladson@ismllc-engr.com

ISM

INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC (ISM)
ENGINEERING RATES

Position	Hourly Rate
Principal / Senior Professional Engineer	**$270**
Design Engineer / Professional Engineer / Project or Construction Manager	**$205**
Senior Inspector / Plan Reviewer / Project Engineer	**$150**
Staff Engineer	**$100**
Resident Project Representative / Inspector II	**$95**
Resident Project Representative / Inspector I	**$80**
Technical / CADD Personnel	**$75**
Administrative Assistant	**$70**
Secretary	**$60**
Mileage	**$0.575 / Mile**

Other Direct Expenses: Actual Cost plus 5% for handling and Insurance.

DRAFT

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

June 27, 2024

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

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))

14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.

15. Approved professional services with ISM to provide technical services to support AMI infrastructure. $309,120.00 (RFQ 18-132)

16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of $11,745.40 – Contract is for 4 years (48 months) at a total cost of $47,013.60.

17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)

18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of $457,339.39.

19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.

20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.

24. Approved resolution authorizing the issuance of $80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

Takiyah A. Douse, Interim Administrator

TAD/nd

RFQ #24-132
Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

Engineering Services Committee

Meeting Date: October 27th, 2026

AUD enQuesta One Year Renewal

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve One Year Renewal of enQuesta for AUD
Background:	AUD uses the enQuesta Customer Information System (CIS) provided by Systems & Software to manage water meter customer data and billing processes. This system, in conjunction with other systems including InvoiceCloud, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used enQuesta for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract.
Analysis:	The use of enQuesta is required in order for AUD to bill customers for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, however continued use of enQuesta is required in order for AUD to bill customers until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.
Financial Impact:	$615530.70
Alternatives:	None
Recommendation:	Approve one year contract with Systems & Software for enQuesta software
Funds are available in the following accounts:	506043210-5223110 --- $578423.10 581044320-5223110 --- $37107.61
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Systems & Software **E-Verify Number:** 401203

Commodity: enQuesta CIS

Estimated annual expenditure for the above commodity or service: $ 615530.71 Unit 578,423.10 Eng 37,102.61

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

_X_ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

___ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

___ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

_X_ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

___ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

___ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Dean Meyer Department: Utilities Date: 9/18/25

Department Head Signature: Date: 9/22/26

Approval Authority: Cindy Pemach Date: 10/07/25

Administrator Approval: (required – not required) Date: ____

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick 10/06/26
Director, Procurement Department

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

FROM: **Dean Meyer**

CC: **Steve Little**

DATE: September 18th, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

AUD is required to complete an annual renewal of our Customer Information System (CIS) software, enQuesta, provided by Systems & Software (S&S). S&S is the only provider of this CIS, and there are no alternatives available to AUD to use other software for this purpose. This software is required in order for AUD to bill customers for their water consumption.

Augusta
GEORGIA

Engineering Services Committee

Meeting Date: October 27th, 2026

AUD enQuesta One Year Renewal

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve One Year Renewal of enQuesta for AUD

Background: AUD uses the enQuesta Customer Information System (CIS) provided by Systems & Software to manage water meter customer data and billing processes. This system, in conjunction with other systems including InvoiceCloud, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used enQuesta for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract.

Analysis: The use of enQuesta is required in order for AUD to bill customers for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, however continued use of enQuesta is required in order for AUD to bill customers until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.

Financial Impact: $615530.70

Alternatives: None

Recommendation: Approve one year contract with Systems & Software for enQuesta software

Funds are available in the following accounts:
506043210-5223110 --- $578423.10
581044320-5223110 --- $37107.61

REVIEWED AND APPROVED BY: N/A

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 11/13/2025

DIVISION Augusta Utilities Admin

FUND #: 506043110 5223110

☑ WATER	☐ EQUIPMENT	☐ CHEMICAL	☐ LAB	☐ IT	☑ ROUTINE
☐ SEWER	☐ TOOLS	☐ GASES	☐ UNIFORM	☐ SCADA	☐ EMERGENCY
☐ SUPPLIES	☐ SAFETY	☐ REPAIR	☐ LIFT STATION	☐ INVENTORY	☑ SOLE SOURCE
☐ SERVICE	☐ OFFICE	☐ MAINTENACE	☐ OTHER	☐ BID ITEM	☐ PREFER ITEM

SHIP TO:

Augusta Utilities Administration
452 Walker St Ste 200

VENDOR:	Systems & Software
ADDRESS:	10 E Allen St Ste 201
PHONE #:	802-865-1170
QUOTED BY:	Courtney Musella

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Annual CIS Renewal	1	578,423.10	578,423.10		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			578,423.10		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

enQuesta CIS 2027 Annual Renewal

REQUESTED BY: _____ **APPROVED BY:** _____

Director's Signature: _____

Rev. 4/29/2013

AUGUSTA-RICHMOND COUNTY GEORGIA

PROCUREMENT DEPARTMENT

DEPARTMENT NAME: Augusta Utilities Administration

DEPARTMENT NUMBER: 4502

DEPARTMENT HEAD: Laura Cuevas for Hamant Malik

REQUISITION

Systems & Software

REQUISITION:

REQUISITION DATE: 09/18/2026 **SR**

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
	VENDOR	Systems & Software					
	PHONE NUMBER						
	QUOTED BY						

ITEM NO	DESCRIPTION	ITEM NO.	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1					-		-		-
2	Annual CIS Renewal				-		-		-
3	enQuesta CIS Annual (SWU Portion)			-	-		-		-
4									
5				-	-		-		-
6	581044320-52.38110			-	-		-		-
7	**Stormwater Funds**		1	37,107.61	37,107.61		-		-
8				-	-		-		-
9				-	-		-		-
10				-	-		-		-
11					-		-		-
12					-		-		-
13	***Ship to:***			-	-		-		-
14	***Augusta Utilities Administration***				-		-		-
15	***452 Walker St, Ste 200***			-	-		-		-
16	***Augusta, GA 30901***				-		-		-
17					-		-		-
18					-		-		-
19					-		-		-
20					-		-		-
21					-		-		-
TOTAL BID				$	37,107.61	$	-	$	-
SHIPPING CHARGES									
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER									

Systems& Software

September 18th, 2026

Augusta Utilities Department
452 Walker St. Suite 200
Augusta, GA 30901
Attn: Mayor, Garnett L. Johnson
RE: 2027 Maintenance Quote – enQuesta

Dear Team,

Thank you for your continued partnership and confidence in our team. Renewing your annual maintenance agreement helps ensure uninterrupted access to the support and services that enable your organization to operate efficiently and effectively. With your renewal, you'll benefit from:

- Direct access to our knowledgeable support staff, available weekdays 8:00 AM – 6:00 PM ET, plus after-hours on-call support
- Defined support levels to prioritize your business needs
- Access to training opportunities designed to help your team succeed
- Regular updates and enhancements to system functionality
- An invitation to our annual HCTC conference, taking place in Orlando, FL in December 2027

At S&S, we are continually enhancing our product, and this past year we delivered improvements in every release — with a focus on automation, accuracy, and giving your team more control. As part of your maintenance, we've introduced the following new features and enhancements:

- **More Automation in Job Scheduler** – Month-end billing, balance file reconciliation, and a new Export Bill Register Summary can now run as scheduled jobs, eliminating manual late-night processing.
- **Work Without Waiting** – Meter and Premise Maintenance screens no longer lock records. Multiple users can work simultaneously, with built-in conflict detection that protects against accidental overwrites.
- **Smarter Address and Location Data** – A new standard GIS interface program supports premise and address synchronization, and address validation has been updated with the latest autocomplete technology and configurable options for secondary addresses.
- **Expanded Budget and Installment Options** – Create a work order automatically when a Budget True-Up runs, display the full account balance on installment eBill notifications, and merge the installment down payment due date directly into your letters.
- **Stronger Controls and Oversight** – Supervisors can now reverse, delete, and reprint receipts across any user's batch with a full audit trail; sub-accounts can be blocked from paying via IVR; and work queue approvers receive automatic emails for pending multi-level approvals.
- **More Accurate Bills and Notices** – Suppress bills for inactive accounts, pull Past Due and Final Notice dates directly from the system's notice due date, and process at greater scale.

The yearly maintenance amount from January 1, 2027, through December 31, 2027, has been revised to the following:

Systems& Software

Product	Support Period		Total Invoice
enQuesta Support	1/1/2027	12/31/2027	$ 209,884.61
Third Party Maintenance	1/1/2027	12/31/2027	$ 28,458.95
Stormwater Support	1/1/2027	12/31/2027	$ 36,668.25
Report Modification (CQ-134) Support	1/1/2027	12/31/2027	$ 439.36
enQuesta Cityworks integration Support (PO 19UTI757	1/1/2027	12/31/2027	$ 10,561.27
Microfocus Support	1/1/2027	12/31/2027	$ 9,260.07
Cloud Hosting	1/1/2027	12/31/2027	$ 101,683.93
Capricorn Maintenance	1/1/2027	12/31/2027	$ 26,883.07
Added Cognos License Support	1/1/2027	12/31/2027	$ 3,296.48
Oracle Enterprise Edition License Support	1/1/2027	12/31/2027	$ 13,759.20
Added Cognos Licenses	1/1/2027	12/31/2027	$ 826.88
Cloud Hosting - New Test Environment	1/1/2027	12/31/2027	$ 19,448.10
AMI Support and extended infrastructure	4/3/2027	4/2/2027	$ 42,847.56
MDM Subscription (Year 2)	4/3/2027	4/2/2027	$ 111,513.00
Total 2027 Renewal			**$ 615,530.73**

S&S Terms and Conditions:

1. This quote is valid for all current services as of January 1, 2027, through December 31, 2027, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2027 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Account Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:
Customer/Organization: **Augusta Utilities Department**

Date: _____ _____

Mayor, Garnett L. Johnson

Date: _____ _____

Courtney Musella, VP of Support Services

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

Systems& Software

Augusta Utilities Department

452 Walker St. Suite 200

Augusta, GA 30901

Dear Customer,

Please review the following affirmation that will serve as a sole source statement from Systems & Software division of Harris Utilities Group.

Systems & Software, a division of Harris Utilities Group, developed proprietary software and integration that provides its enQuesta CIS solution for utilities to manage their Utility Billing. This Integration and software is only available directly from Harris Utility Group, there are currently no regional distributors for this product in the United States.

Please let me know if you have any questions, thank you.

Sincerely,

Michael Lamontagne

Michael Lamontagne
Director of Sales, Systems & Software
MLamontagne@harriscomputer.com
(802) 233-2978

Engineering Services Committee

Meeting Date: October 13, 2026

AUD InvoiceCloud One Year Renewal

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve One Year Renewal of InvoiceCloud for AUD
Background:	AUD uses InvoiceCloud to process payments for water services. This system, in conjunction with other systems including enQuesta, FCS, Temetra, and SmartWorks, form the core of our meter-to-cash operations which allows AUD to accurately and reliably bill customers for their water consumption. AUD has used InvoiceCloud for more than a decade. Our existing contract has reached the end of its approved duration and commission approval is required for this one year contract extension.
Analysis:	The use of InvoiceCloud is required in order for AUD to process customer payments made online or over the phone for their water consumption. AUD has issued an RFP to evaluate all options for Customer Information Systems, RFP 26-275 which closes on 1 October, that includes evaluation of payment processing partners and will lead to a new long-term contract with the selected vendor. However, continued use of InvoiceCloud is required in order for AUD to process customer payments until evaluation of the received proposals is completed and a contract with the selected vendor can be approved.
Financial Impact:	$0
Alternatives:	None
Recommendation:	Approve one year contract with InvoiceCloud
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: InvoiceCloud **E-Verify Number:** 1730746

Commodity: Software

Estimated annual expenditure for the above commodity or service: $ 0

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

_____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Dean Meyer Department: Utilities Date: 9/18/2026

Department Head Signature: [signature] Date: 30Sept26

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Dean Meyer**

CC: **Steve Little**

DATE: September 18th, 2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

AUD is required to complete an annual renewal of our payment processing software, InvoiceCloud, provided by InvoiceCloud. InvoiceCloud is the only provider of this payment processing solution, and there are no alternatives available to AUD to use other software for this purpose. This software is required in order for AUD to process customer payments for their water consumption.

AMENDMENT NO. 1 TO THE BILLER AGREEMENT

THIS AMENDMENT NO. 1 TO THE BILLER AGREEMENT (**"Amendment"**), effective as of August 14, 2026 (**"Amendment No. 1 Effective Date"**), is made and entered into by and between **City of Augusta, GA** (**"Biller"**), and **Invoice Cloud, Inc.**, a Delaware corporation having a principal place of business at 10 Fan Pier Boulevard, Suite 4, Boston, MA 02210 (**"Invoice Cloud"**). Biller and Invoice Cloud may be referred to herein separately as a **"Party"** and collectively as **"Parties."** Capitalized terms used herein shall have the meanings ascribed to them in the Biller Order Form and Biller Agreement (as defined below) unless expressly defined herein.

RECITALS

WHEREAS, the Parties entered into that certain Biller Order Form dated November 10, 2014;

WHEREAS, the Biller Order Form incorporates by reference that certain Biller Agreement entered into by the Parties on November 10, 2014 (the Biller Order Form and Biller Agreement collectively comprising the "Invoice CloudService Agreement");

WHEREAS, Biller now desires to adjust the term of the Invoice Cloud Service Agreement upon the terms and conditions set forth herein; and

WHEREAS, to that end, the Parties desire to amend the Biller Agreement as set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **AMENDMENT OF BILLER AGREEMENT.**

This Amendment hereby amends and revises the Biller Agreement to incorporate the terms and conditions set forth in this Amendment. The relationship of the Parties shall continue to be governed by the terms of the Invoice Cloud Service Agreement, as amended.

2. **MODIFICATIONS TO BILLER AGREEMENT**. The Biller Agreement is modified as follows:

2.1 **The first two (2) sentences of Section 6 of the Biller Agreement ("Term and Termination")** is hereby DELETED and REPLACED with the following:

> "This Agreement commenced on the Effective Date of the Biller Order Form and will continue until November 9, 2027 ("Instant Term") and will renew for each of additional successive one (1) year terms ("Renewal Term") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Instant Term or any Renewal Term by such party providing written notice to

the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term."

3. **GENERAL TERMS.**

In the event of a conflict between the terms set forth in this Amendment and the terms of the Invoice Cloud Service Agreement, the terms set forth in this Amendment shall control and prevail. Except as set forth in this Amendment, all other terms and conditions of the Invoice Cloud Service Agreement shall remain unmodified. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have, by and through their duly authorized representatives, executed this Amendment No. 1 to the Biller Agreement effective as of the Amendment No. 1 Effective Date first set forth above.

INVOICE CLOUD, INC.		**CITY OF AUGUSTA, GA**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

10 Fan Pier Boulevard, 4th Floor
Boston, MA 02210

September 29, 2026

Augusta Utilities Department
452 Walker St. Suite 200
Augusta, GA 30901

RE: Invoice Cloud, Inc. is the Sole Provider of the InvoiceCloud Platform

Dear Customer:

This letter confirms that Invoice Cloud, Inc. is the sole developer, owner, and operator of the InvoiceCloud electronic bill presentment and payment (EBPP) platform currently used by the City of Augusta.

The Invoice Cloud platform and its proprietary components are available only from Invoice Cloud, Inc. These components include: messaging and communication suite, payment products and processing services, the InvoiceCloud IVR payment solution, Cloudstore for non-invoiced services, and the implementation and user training for the InvoiceCloud platform.

No other vendor is authorized to provide or host the InvoiceCloud platform. Please feel free to contact me if you have any questions regarding this information.

Sincerely,

/s/ Thomas Gunnerson

_____

Thomas Gunnerson
Deputy General Counsel
Invoice Cloud, Inc.
T: 781-399-4090
E: tgunnerson@invoicecloud.com

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Date to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential

Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), e expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processers, bank card issuers, payment associations, ACH and check processers.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years (**"Initial Term"**) commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms (**"Renewal Term"**) unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting

such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

11. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

12. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

13. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 35 Braintree Hill Office Park, Suite 100, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and One Million ($1,000,000) general aggregate.

b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law

provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Ag shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller.

InvoiceCloud™

Price and Service Fee Change Request

SALES INFORMATION			
IC Sales Rep	Ryan Duarte	Request Date	12/9/2024
		Effective Date	1/24/2025

BILLER INFORMATION			
BID #	640	Invoice Type Name	Utility
Biller Name	Augusta Utilities	Pricing Model (Submitter or Non-Submitter)	Submitter
City, State	Augusta, GA	f Non-Submitter: Interchange Paid By	Invoice Cloud
Contact Name	Steve Little		
Contact Title	Asst Dir - Fin & Admin		
Telephone #	706-312-4124		

BILLER PRICING CHANGE REQUEST

CURRENT PRICING

Description	Interval	Cost Type	Cost

NEW PRICING

Description	Interval	Cost Type	Cost

NOTES/SPECIAL HANDLING

SERVICE FEE CHANGE REQUEST

CURRENT SERVICE FEE STRUCTURE				
Payment Source	**Payment Method**	**Min Fee ($)**	**Cost Type**	**Fee Amt**
All Payment Sources	Credit/Debit		Fixed ($)	$ 0.00
PAYMENT SOURCE EXCEPTIONS				
NEW SERVICE FEE STRUCTURE				
All Payment Sources	Credit/Debit	$1.95	Percent (%)	2.95 %
PAYMENT SOURCE EXCEPTIONS				

MAX PAYMENT CAP

CC Max ($)	125000.00	ACH Max ($)	125000.00

NOTES/SPECIAL HANDLING

OLD: Credit Card absorbed $0.85, ACH absorbed $.50.

NEW: 2.95% w/ $1.95 min, $125k Max cap, ACH stays absorbed at $0.50.

TRANSACTIONAL PRICING CHANGE REQUEST				
CURRENT PRICING				
Payment Source	**Payment Method**	**Fee Rate %**	**Fee Amount $**	**Additional Fee $**
All Payment Sources	Credit/Debit		$0.85	
All Payment Sources	ACH/EFT		$0.50	
PAYMENT SOURCE EXCEPTIONS				
NEW PRICING				
All Payment Sources	Credit/Debit		$0.00	
All Payment Sources	ACH/EFT		$0.50	

PAYMENT SOURCE EXCEPTIONS			
MAX PAYMENT CAP			
CC Max ($)	125000.00	ACH Max ($)	125000.00
NOTES/SPECIAL HANDLING			

[signature page follows]

Accepted by Biller:

X Steve Little

Corporate Officer/Authorized Official

Steve Little

Printed Name

Asst Dir - Fin & Admin

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

InvoiceCloud

Biller Order Form

Sales Information	Services	Products	Biller Information
Software Partner: Systems and Software	Invoice Presentment ☒	IVR ☒	Fed Tax ID: 58-2204274
Invoice Cloud Sales Partner:	ACH (EFT) Processing ☒	Check21 ☐	Organization Start Date: 1735
Invoice Cloud Sales Contact: Sam Evrard	Credit/Debit Card Processing ☒	Online Bank Direct ☐	Web Site URL: http://www.augustaga.gov/699/Utilities

GENERAL INFORMATION

	CUSTOMER SERVICE / TRAINING CONTACT	TECHNICAL SUPPORT	MARKETING CONTACT
Ownership Type: Government			
Legal Name: City of Augusta *Note: This name will have to match on ALL documents*	Contact: Steven Little	Contact: Melissa Roberts	Contact: Steven Little
Address 1: 530 Green Street	Phone: 706-312-4124	Phone: (706) 821-1745	Phone: 706-312-4124
Address 2:	Email: slittle@augustaga.gov	Email: Roberts@augustaga.gov	Email: slittle@augustaga.gov
City: Augusta / State: GA / Zip: 30901			
Name of Paperwork Signer: Deke S. Copenhaver / Signer Title: Mayor			
Signer Phone: 706-821-1833 / Signer Email: dcopenhaver@augustaga.gov	Notes: *ACH and Credit Card service fee for online payments. ACH only for IVR, absorbed by Augusta.*		
Note: Signer must sign ALL documents			

PRICING

Biller Portal Access Fee	$ 00.00 Monthly (waived)	IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)	$0.00 Per Transaction
Additional Biller Portal Access Fee	$0.00 Monthly Quantity	IC Payment Transaction Fee - Check 21	$ Per Transaction
Paperless Presentment (Includes 3 emails)	$ 0.25 Per paperless invoice (NOT for e-bills, only when paper is suppressed)	Check Reader Quantity (Optional)	$0.25 Per Transaction
Additional Email Presentment	$ Per Presentment	Online Bank Direct Access Fee (Optional)	N/A
Monthly Presentment Fee	$ Monthly	Online Bank Direct Transaction Fee (Optional)	$0.25 per transaction
ACH Reject Fee	$15.00 Per Transaction	Implementation Fees	**$0.00**

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

Name of Checking Account (As it appears on check or Bank Letter): Augusta (Rich Cty) Consolidated Gov

Bank Name: GA BANK & TRUST CO OF AUGUSTA		Physical Address: 3530 Wheeler Road, Augusta, GA 30909	Phone: 706-738-6990
Depository	*Your Invoice payment collections will be electronically deposited into this account.*	Routing # 061104314	Account # 201002868
Fees	*Your Invoice and payment processing fees will be electronically deducted from this account.*	Routing # 061104314	Account # 201002868

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.

C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency

D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day 11/10/14

Biller Signature

x _____

Corporate Officer

DAVID COPELAND

Print Name

COUNTY CLERK

Title

Attest: _____

Accepted by Invoice Cloud:

x _____

INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 08/13/2014	Submitter ☒ Non-Submitter ☐		Information provided by: Sam Evrard
Invoice Type: Water	Type of IC Service: EBPP ☒ Cloud Store ☐ Cloud Pay ☐		Credit Card Payment Methods: Visa ☒ MC ☒ Discover ☒ Amex ☐
Billing Software: enQuesta	Software Version:	Printer: In-house	
Billing Frequency (How often bills are mailed) Monthly	Number of Installments: 1	Months Billed: Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐ All ☒	
Bill Mail Date: 1st - 10th ☒ 11th-20th ☒ 21st-31st ☒		Invoices per Cycle: 70,000	
Highest Invoice Amount: $35,000.00		Average Invoice Amount $ 65.00	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)					
Credit Card (non-utility)	Service Fee paid by payer ☐	2.95% With a $1.95 Minimum	Paid by the Biller ☐	Interchange, fees, dues, assessments + auth + plus 75 BPS	
Credit Card (utility) (no Visa)	Service Fee paid by payer ☐	2.95% With a $1.95 Minimum	Paid by the Biller ☐	Interchange, fees, dues, assessments +auth + plus 75 BPS	
ACH (Electronic Check) WEB	Service Fee paid by payer ☒	**$2.95**			
ACH (Electronic Check) IVR	Service Fee paid by payer ☐	$2.95	Paid by the Biller ☒	**$0.50**	
Flex Pay ACH	Service Fee paid by payer ☐	$0. 95	Paid by the Biller ☐	$0.85	
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer):		**$ 2.95**			
Max Cap for Credit Cards :	**$500.00**				
IVR Transaction Fees	Service Fee paid by payer ☐	Service Fee + $1.95	Paid by the Biller ☐	$1.95 plus fees above	

Engineering Services Committee

Meeting Date: October 13, 2026

Ratify funding for safety services from Cintas through 2026

Department:	Utilities
Presenter:	Wes Byne
Caption:	Ratify funding for safety services from Cintas through 2026.
Background:	Cintas has been providing safety services since 2021 for Automatic Electric Defibrillators, medicine cabinets, eyewashes, and other assorted safety supplies. In 2025, it was discovered that the contract with Cintas did not cover several of the items and services purchased. After discussions, and negotiations, it was determined to request ratification of funding through the end of 2026 to allow time to properly procure these services.
Analysis:	Cintas provides services which are valuable to AUD, and therefore these services will be procured through a competitive process. This agenda item will allow for services to be paid that were previously received.
Financial Impact:	$95,000 from operating funds has been calculated to pay prior invoices and to extend services through the end of 2026.
Alternatives:	None are recommended.
Recommendation:	Ratify funding for safety services from Cintas through 2026.
Funds are available in the following accounts:	506043110-5311420
REVIEWED AND APPROVED BY:	WB/LC

Account: 14795361 Augusta Utilities - 2822 CENTRAL AVE												
Invoice	Date	Due Date	Arrears	Amount Due	PO#							
9361552502	2/28/2026	3/30/2026	157	$ 2,400.00	N/A							
9365792958	3/30/2026	4/29/2026	127	$ 595.00	N/A							
9365794369	3/30/2026	4/29/2026	127	$ 595.00	N/A							
9365799809	3/30/2026	4/29/2026	127	$ 400.00	N/A							
9365801484	3/30/2026	4/29/2026	127	$ 400.00	N/A							
9365802196	3/30/2026	4/29/2026	127	$ 195.00	N/A							
9365803839	3/30/2026	4/29/2026	127	$ 565.00	N/A							
9365807308	3/30/2026	4/29/2026	127	$ 2,400.00	N/A							
9365808357	3/30/2026	4/29/2026	127	$ 2,400.00	N/A							
9365810446	3/30/2026	4/29/2026	127	$ 2,400.00	N/A							
9365812149	3/30/2026	4/29/2026	127	$ 2,400.00	N/A							
9365830466	3/31/2026	4/30/2026	126	$ 565.00	N/A							
9365830467	3/31/2026	4/30/2026	126	$ 2,400.00	N/A							
9370366901	4/30/2026	5/30/2026	96	$ 565.00	N/A							
9370366905	4/30/2026	5/30/2026	96	$ 2,400.00	N/A							
9374703865	5/31/2026	6/30/2026	65	$ 565.00	N/A							
9374703871	5/31/2026	6/30/2026	65	$ 2,400.00	N/A							
9379119353	6/30/2026	7/30/2026	35	$ 565.00	N/A							
9379119362	6/30/2026	7/30/2026	35	$ 2,400.00	N/A							
9380759917	7/10/2026	8/9/2026	25	$ 28.60	N/A							
9380759926	7/10/2026	8/9/2026	25	$ 71.17	N/A							
9380759947	7/10/2026	8/9/2026	25	$ 405.44	N/A							
9380759960	7/10/2026	8/9/2026	25	$ 910.39	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE						
9380759966	7/10/2026	8/9/2026	25	$ 317.35	N/A							
9381485762	7/16/2026	8/15/2026	19	$ 134.01	N/A							
9383695136	7/31/2026	8/30/2026	4	$ 565.00	N/A							
9383695145	7/31/2026	8/30/2026	4	$ 2,400.00	N/A							
9387945149	8/31/2026	9/30/2026	27-	$ 585.00	N/A							
9387945157	8/31/2026	9/30/2026	27-	$ 2,400.00	N/A							
9392467675	9/30/2026	10/30/2026		$ 2,400.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE						
9392467672	9/30/2026	10/30/2026		$ 585.00	N/A	WATERBREAK, EYEWASH, ICE MAKER AGREEMENT - MONTHLY FEE						
			TOTAL	$ 37,411.96								

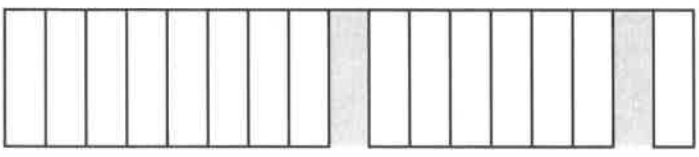
15819205 AUGUSTA RICHMOND COUNTY- 1840 WYLDS RD											
Invoice	**Invoice Date**	**Due Date**	**Arrears**	**Amount Due**	**PO#**						
9366106634	3/31/2026	4/30/2026	127	$ 270.00	N/A						
9368184401	4/15/2026	5/15/2026	112	$ 800.00	N/A						
9370553595	4/30/2026	5/30/2026	97	$ 160.00	N/A						
9374858037	5/31/2026	6/30/2026	66	$ 160.00	N/A						
9379340283	6/30/2026	7/30/2026	36	$ 160.00	N/A						
9380937477	7/13/2026	8/12/2026	23	$ 999.47	N/A						
9380937480	7/13/2026	8/12/2026	23	$ 997.50	N/A						
9380937485	7/13/2026	8/12/2026	23	$ 998.71	N/A						
9380938238	7/13/2026	8/12/2026	23	$ 997.08	N/A						
9380940224	7/13/2026	8/12/2026	23	$ 999.66	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE					
9383872425	7/31/2026	8/30/2026	5	$ 160.00	N/A						
9388155582	8/31/2026	9/30/2026	26-	$ 160.00	N/A	AED AUTOMATIC AGREENMENT - MONTHLY FEE					
			TOTAL	**$ 6,862.42**							

18497418 AUGUSTA UTILITIES ADMIN - 452 WALKER ST											
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#						
9361681676	2/28/2026	3/30/2026	157	$ 86.80	N/A						
9366101635	3/31/2026	4/30/2026	126	$ 86.80	N/A						
9368970803	4/21/2026	5/21/2026	105	$ 246.89	N/A						
9368970807	4/21/2026	5/21/2026	105	$ 739.37	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE					
9368970811	4/21/2026	5/21/2026	105	$ 91.17	N/A						
9368970818	4/21/2026	5/21/2026	105	$ 521.15	N/A						
9369237030	4/22/2026	5/22/2026	104	$ 86.80	N/A						
9369237122	4/22/2026	5/22/2026	104	$ 86.80	N/A						
9369237224	4/22/2026	5/22/2026	104	$ 86.80	N/A						
9369237298	4/22/2026	5/22/2026	104	$ 86.80	N/A						
9370553673	4/30/2026	5/30/2026	96	$ 86.80	N/A						
9374829592	5/31/2026	6/30/2026	65	$ 86.80	N/A						
9379321330	6/30/2026	7/30/2026	35	$ 86.80	N/A						
9383876425	7/31/2026	8/30/2026	4	$ 86.80	N/A						
9388137204	8/31/2026	9/30/2026	27-	$ 86.80	N/A						
9392684160	9/30/2026	10/30/2026		$ 86.80	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE					
			TOTAL	**$ 2,640.18**							

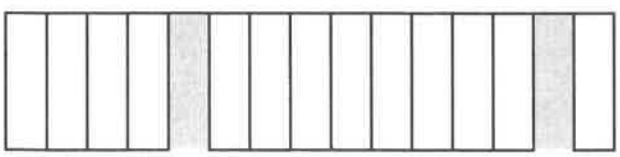
18529363 AUGUSTA UTILITIES - 1832 WYLDS RD													
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#								
9361580439	2/28/2026	3/30/2026	157	$ 53.17	WB								
9361580443	2/28/2026	3/30/2026	157	$ 173.60	N/A								
9365873648	3/31/2026	4/30/2026	126	$ 53.17	WB								
9365873651	3/31/2026	4/30/2026	126	$ 173.60	N/A								
9366978460	4/7/2026	5/7/2026	119	$ 144.67	N/A								
9366979664	4/7/2026	5/7/2026	119	$ 167.45	N/A								
9366980928	4/7/2026	5/7/2026	119	$ 282.48	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE							
9366982381	4/7/2026	5/7/2026	119	$ 170.72	N/A								
9366999505	4/7/2026	5/7/2026	119	$ 109.16	N/A								
9368188128	4/15/2026	5/15/2026	111	$ 196.00	WB								
9368188145	4/15/2026	5/15/2026	111	$ 320.00	N/A								
9368188305	4/15/2026	5/15/2026	111	$ 320.00	N/A								
9370390036	4/30/2026	5/30/2026	96	$ 49.00	WB								
9370390038	4/30/2026	5/30/2026	96	$ 160.00	N/A								
9374728403	5/31/2026	6/30/2026	65	$ 49.00	WB								
9374728411	5/31/2026	6/30/2026	65	$ 160.00	N/A								
9379147779	6/30/2026	7/30/2026	35	$ 49.00	WB								
9379147788	6/30/2026	7/30/2026	35	$ 160.00	N/A								
9383722887	7/31/2026	8/30/2026	4	$ 49.00	WB								
9383722891	7/31/2026	8/30/2026	4	$ 160.00	N/A								
9387965510	8/31/2026	9/30/2026	27-	$ 49.00	WB								
9387965516	8/31/2026	9/30/2026	27-	$ 160.00	N/A								
9392499315	9/30/2026	10/30/2026		$ 49.00	WB	WATERBREAK COUNTEROP COOLER AGREEMENT MONTHLY FEE							
9392499321	9/30/2026	10/30/2026		$ 160.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE							
			TOTAL	$ 3,418.02									

20361654 AUGUSTA UTILITIES-HICKS PLANT - 1731 TOBACCO RD											
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#						
9361671978	2/28/2026	3/30/2026	157	$ 80.00	N/A						
9366092519	3/31/2026	4/30/2026	126	$ 80.00	N/A						
9366978402	4/7/2026	5/7/2026	119	$ 491.84	N/A						
9366978405	4/7/2026	5/7/2026	119	$ 590.47	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE					
9366996112	4/7/2026	5/7/2026	119	$ 109.50	N/A						
9366998404	4/7/2026	5/7/2026	119	$ 435.43	N/A						
9368184493	4/15/2026	5/15/2026	111	$ 320.00	N/A						
9370543178	4/30/2026	5/30/2026	96	$ 80.00	N/A						
9374821250	5/31/2026	6/30/2026	65	$ 80.00	N/A						
9379325741	6/30/2026	7/30/2026	35	$ 80.00	N/A						
9383840564	7/31/2026	8/30/2026	4	$ 80.00	N/A						
9388129774	8/31/2026	9/30/2026	27-	$ 80.00	N/A						
9392671132	9/30/2026	10/30/2026		$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE					
			TOTAL	**$ 2,587.24**							

21779938 RICHMOND CTY ACCOUNTING OFC - 2835 CENTRAL AVE										
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#					
9361664479	2/28/2026	3/30/2026	158	$ 80.00	N/A					
9366092255	3/31/2026	4/30/2026	127	$ 80.00	N/A					
9366392769	4/2/2026	5/2/2026	125	$ 454.41	N/A					
9366393836	4/2/2026	5/2/2026	125	$ 582.05	N/A					
9366394664	4/2/2026	5/2/2026	125	$ 360.29	N/A					
9366395526	4/2/2026	5/2/2026	125	$ 358.40	N/A					
9366398995	4/2/2026	5/2/2026	125	$ 662.67	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE				
9368187385	4/15/2026	5/15/2026	112	$ 320.00	N/A					
9370520965	4/30/2026	5/30/2026	97	$ 80.00	N/A					
9374827930	5/31/2026	6/30/2026	66	$ 80.00	N/A					
9379303790	6/30/2026	7/30/2026	36	$ 80.00	N/A					
9383875592	7/31/2026	8/30/2026	5	$ 80.00	N/A					
9388109521	8/31/2026	9/30/2026	26-	$ 80.00	N/A					
9392678189	9/30/2026	10/30/2026		$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE				
			TOTAL	**$ 3,377.82**						



15831805 - 3463 PEACH ORCHARD RD STE A										
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#					
9361603877	2/28/2026	3/30/2026	162	$ 160.00	N/A					
9365999097	3/31/2026	4/30/2026	131	$ 160.00	N/A					
9366389915	4/2/2026	5/2/2026	129	$ 883.04	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE				
9366390721	4/2/2026	5/2/2026	129	$ 628.83	N/A					
9366392040	4/2/2026	5/2/2026	129	$ 482.94	N/A					
9366400301	4/2/2026	5/2/2026	129	$ 178.02	N/A					
9368180190	4/15/2026	5/15/2026	116	$ 720.00	N/A					
9370434834	4/30/2026	5/30/2026	101	$ 160.00	N/A					
9374766347	5/31/2026	6/30/2026	70	$ 160.00	N/A					
9379173059	6/30/2026	7/30/2026	40	$ 160.00	N/A					
9383753322	7/31/2026	8/30/2026	9	$ 160.00	N/A					
9388012729	8/31/2026	9/30/2026	22-	$ 160.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE				
			TOTAL	**$ 4,012.83**						



23780502 AUGUSTA UTILITIES - 2421 RIVERLOOK DR											
Invoice	Invoice Date	Due Date	Arrears	Amount Due	PO#						
8408169701	2/28/2026	4/5/2026	152	$ 80.00	N/A						
8408236046	3/31/2026	5/3/2026	124	$ 80.00	N/A						
8408257127	4/15/2026	5/17/2026	110	$ 400.00	N/A						
8408306538	4/30/2026	5/31/2026	96	$ 80.00	N/A						
8408380817	5/31/2026	7/5/2026	61	$ 80.00	N/A						
8408448180	6/30/2026	8/2/2026	33	$ 80.00	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 541.10	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 410.55	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 505.14	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 514.74	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 149.32	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 450.15	N/A						
8408458782	7/9/2026	8/9/2026	26	$ 998.07	N/A	FIRST AID CABINET REFILL - MONTHLY EXPENSE					
8408518220	7/31/2026	8/30/2026	5	$ 80.00	N/A						
8408526006	8/7/2027	9/7/2026		$ -	N/A						
9388088783	8/31/2026	9/30/2026	26-	$ 80.00	N/A						
8408593551	9/4/2026	10/4/2026		$ 80.00	N/A	AED AUTOMATIC AGREEMENT - MONTHLY FEE					
			TOTAL	**$ 4,609.07**							

DIVISIONS	
14795361 - 2822 CENTRAL AVE	$37,411.96
15819205 - 1840 WYLDS RD	$6,862.42
18497418 - 452 WALKER ST	$2,640.18
18529363 - 1832 WYLDS RD	$3,418.02
20361654 - 1731 TOBACCO RD	$2,587.24
21779938 - 2825 CENTRAL AVE	$3,377.82
15831805 - 3463 PEACH ORCHARD RD	$4,012.83
23780502 - 2421 RIVERLOOK DR	$4,609.07
GRAND TOTAL:	**$64,919.54**

ESTIMATED COST OF SERVICES FOR THREE MONTHS PER LOCATION:			
LOCATION	**LIST OF SERVICES**	**MONTHLY SERVICE FEE**	**3-MONTH ESTIMATED FEES**
2822 CENTRAL AVE	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	$ 910.30	$ 2,730.90
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 2,400.00	$ 7,200.00
	WATERBREAK, EYEWASH, ICE MAKER AGREEMENT - MONTHLY FEE	$ 585.00	$ 1,755.00
1840 WYLDS RD	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	$ 999.66	$ 2,989.98
	AED AUTOMATIC AGREENMENT - MONTHLY FEE	$ 160.00	$ 480.00
452 WALKER ST	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	$ 739.37	$ 2,218.11
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 86.80	$ 260.40
1832 WYLDS RD	FIRST AID CABINET REFILL - MONTHLY ESTIMATED EXPENSE	$ 282.48	$ 847.44
	WATERBREAK COUNTEROP COOLER AGREEMENT - MONTHLY FEE	$ 49.00	$ 147.00
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 160.00	$ 480.00
1731 TOBACCO RD	FIRST AID CABINET REFILL - MONTHLY ESTIMATE EXPENSE	$ 590.47	$ 1,771.41
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 80.00	$ 240.00
2835 CENTRAL AVE	FIRST AID CABINET REFILL - ESTIMATE MONTHLY EXPENSE	$ 662.67	$ 1,988.01
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 80.00	$ 240.00
3463 PEACH ORCHARD RD	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	$ 883.04	$ 2,649.12
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 160.00	$ 480.00
2421 RIVERLOOK DR	FIRST AID CABINET REFILL - ESTIMATED MONTHLY EXPENSE	$ 998.07	$ 2,994.21
	AED AUTOMATIC AGREEMENT - MONTHLY FEE	$ 80.00	$ 240.00
TOTAL		**$ 9,906.86**	**$ 29,711.58**

Engineering Services Committee Meeting

Meeting Date: 10/13/2026

Utilities Water Meter Test Equipment – Mars Company (RFP 25-151)

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Request to approve recommendation of award and Augusta Utilities Contract for Water Meter Test Equipment to Mars Company (RFP 26-151). One-time purchase to include an annual software and maintenance proposal for a total of five years. One time purchase is in the amount of $458,901.00.
Background:	AUD uses water meters in order to accurately measure the amount of water used by customers across Augusta-Richmond County for a number of reasons. These include regulatory compliance, system health information, and accurate billing of water usage. To ensure that our meters are accurate we use a water meter test bench to periodically test meters and ensure they are still compliant with accuracy requirements as set forth by the American Water Works Association.
Analysis:	AUD has evaluated the proposals for a water meter test bench that will enable us to most effectively meet our requirements. This new test bench is designed to test the ultrasonic water meters that AUD is using moving forward, and comes with factory certification for accuracy of testing and annual certification of the same moving forward as well as training for employees who will test water meters.
Financial Impact:	The cost of this equipment for the first year, including all hardware and installation at the AUD metering office is $458,901, with annual maintenance costs beginning in 2027 of $77,065 with a 3.5% annual increase through 2030.
Alternatives:	N/A
Recommendation:	Approve Augusta agreement with MARS Company for water meter test equipment.
Funds are available in the following accounts:	GL 516043410-5421110 / JL 82500010-5421110
REVIEWED AND APPROVED BY:	N/A

Proposed By:	Bill To:	Ship To:	Order Form:	
MARS Company	Augusta Utilities ("Customer")	Augusta Utilities	Quote #:	060126AUG
Attn: Stuart Sanderson	Attn: Dean Meyer	Attn: Dean Meyer	Proposal Date:	6/1/2026
E: ssanderson@marswater.com	E: dmeyer@augustaga.gov	E: dmeyer@augustaga.gov	Proposal Expires:	6/30/2026
3925 SW 13th Street	452 Walker Street	452 Walker Street	Total Price:	$785,192
Ocala, Florida 34474	Augusta, GA 30901	Augusta, GA 30901		
W: (352) 804-5339	W: (706) 262-6263	W: (706) 262-6263		

ORDER FORM

Terms and Conditions

Term	Five (5) Year
Billing Method	Email
Contract Start Date	Effective Date(1)

Payment Method:	ACH
Initial Payment Terms	Net 30
Billing Frequency:	Annual
Renewal Payment Terms	In Advance

Note 1 - This Order Form shall commence on the date of final execution, "Effective Date," and shall be in force for the Term ("Term"). This Agreement shall become null and void if not fully executed and received by both parties before the Proposal Expiration date above.

Equipment, Software, and Services Schedules

I. Price Summary:
Please refer to Schedule 1 for details.

II. Equipment, Software, and Services List:
Equipment list: Schedule 2
Software and Services List: Schedule 3
Statement of Work: Schedule 4

III. Non-Standard Terms and Conditions
Please refer to Schedule 5 for details.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of products / services on this Order Form (Customer to Complete)

[ ] No

[ ] Yes – Please complete below

PO Number: _____
PO Amount: _____

For and on Behalf of Augusta Utilities

Signature: _____

Name: Dean Meyer

Title:

Date:

Upon signature by Customer and submission to MARS, this Order Form ("Order Form) shall become legally binding contract ("Contract") unless this Order Form is rejected by MARS for any of the following reasons: (1) the Customer signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. This Order Form is governed by the terms of the MARS Warranty, General Terms, And Conditions, found at (https://marswater.com/TC_0824) and Mars Calibration Certification, General Conditions Of Service And Maintenance, found at (http://marswater.co/MCC_0225) and these documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS and Customer have a currently valid and fully executed agreement in writing, in which case, in the event of a conflict, such written agreement(s) would supersede and control. For the avoidance of doubt, the applicable agreement takes precedence over the Order Form unless set forth otherwise in writing in Schedule 5.

Schedule 1 - Price Summary

Augusta Utilities Proposal

June 01, 2026

		Qty	Model Number	CY 2026[13] Annual Fee[10]	CY 2026[13] One-Time Fee[9]
Equipment	**MARS Series 2411 Test Bench System, includes:** ➢ Advanced Gravimetric Scale & Control System with Electronics Console ➢ 100 Gal. Stainless Steel Calibrated Test Tank with Deck Scale ➢ 500 Gal. Stainless Steel Calibrated Test Tank with Deck Scale	1	11-01211-26		$221,979
			Sub-Total		$221,979
Equipment	**MARS Recirculation System for Series 2411 Test Bench System, includes:** ➢ 800 Gal. Polyethylene Supply Tank ➢ Supply Side Pump, Return Pumps, VFD & VFD Panel, All Required Piping & Valves ➢ Chlorination / Filtration System	1	31-08002-06		$55,668
			Sub-Total		$55,668
Equipment	**MARS Ultra-Low Flow Option (< 1/4 GPM) for Series 2411 Test Bench System, includes:** ➢ 10 Gal. Stainless Steel Calibrated Test Tank with High Resolution Scale ➢ MARS Patented C715 Compliant Carrier Bars & Adapters ➢ Additional Rotometer, Needle Valve, & Bench Discharge	1	91-01214-26		$17,049
			Sub-Total		$17,049
Installation & Training	**Install Assistance, Configurable Materials, & Training with Certified MARS Personnel - Hardware**[20]	1	51-01211-26		$60,866
			Sub-Total		$60,866
Project Mgmt.	**Engineering Design and Program Management Fees**	1	96-00000-06		$21,853
			Sub-Total		$21,853
Freight	**Freight, Handling and Crating Fees**	1	997080WH		$8,946
			Sub-Total		$8,946
Software	**MARS M3 Enterprise Advanced Software Suite** ➢ **Series 2411 Test Bench System** ➢ Annual Subscription Term License[10,15]	1	71-12201-26	$59,259	
			Sub-Total	$59,259	
Installation & Training	**Installation Assistance & Training with Certified MARS Personnel - Software**	1	60-62201-26		$13,281
			Sub-Total		$13,281
TAB Bundle	**MARS Total Advantage Bundle (TAB) Solution - ($60,000+ Value): Qualification[3]: Eligible** ➢ **Save Money:** Significant Cost Savings & Enhanced Service Offerings ➢ **Increased Efficiency & Productivity:** Expert Consulting Included at No Additional Cost ➢ **Bundled Enhanced Support Offering:** M3 Enterprise, Equipment & Services Enhanced Support ➢ **Customer Portal:** Centralized View of MARS Billing, Support & Training ➢ MARS TAB is Subject to Meeting Eligibility Requirements	1	11-11111-11	Currently Eligible	
			Sub-Total		

Sub Grand Total	**$59,259**	**$399,642**
Grand Total	**$458,901**	

5-Year Agmt.			
	New Equipment & Services		$386,361
	M3 Enterprise Annual Software Maintenance & Support	$59,259	$13,281
	First Year Grand Total[5,9,11,12]	**$458,901**	

Notes:

3- All Discounts and Bundle Eligibility are year to year and require customer to be actively engaged in respective discount category.

5- MARS General Terms and Conditions apply to this proposal. All pricing is in US Dollars (USD).

9- One-Time Fee includes T&E, installation labor, and training.

10- Includes ONLY First Year of the Annual Software License Fee; all current M3 Software Licenses need to be 1) active and 2) all outstanding balances need to be current, if applicable.

11- The pricing does NOT include any compliance to seismic requirements, bonding fees, taxes, duties, or tariffs, if applicable.

12- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.

13- The firm pricing above is valid for 30 days from the date of quotation. Budgetary pricing (subject to change) is valid for the calendar year beginning Jan. 1 and ending Dec 31 of the respective year.

15- Annual M3 Software License Type: On-premise Subscription Term License.

16- M3 Software Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract. MCC Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract. A separate discount is available for MCC only, if a 5-year MCC contract is signed within 90 days of respective equipment acceptance, equal to an additional 1% discount on std annual subscription renewal.

18- The MARS T&C documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS Company and you have a written agreement, in which case such written agreement(s) would supersede, govern and control.

19- MARS may, at its expense and sole discretion, modify the Equipment or Services to meet agreed specifications.

20- Pricing for configurable materials & equipment is based on standard configurations only. Any non-standard, customized, or modified configurations may be subject to additional costs and extended lead times, which will be quoted separately if required.

M3 Multi-Year Software Subscription Renewal Discount:	**1% discount on std subscription renewal with 5 year contract.**
MCC Multi-Year Subscription Renewal Discount:	**1% discount on std subscription renewal with 5 year contract.**
MCC New w/ Equipment Multi-Year Subscription Renewal Discount:	**2% discount on std subscription renewal with 5 year contract.**

Schedule 1 - Price Summary (Continued)

MULTI-YEAR OPTIONS

Augusta Utilities Proposal

MARS COMPANY

STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS

EQUIPMENT AND RELATED SERVICES

Equipment			2026					Subtotal		
(1) Series 2411 & (1) Recirc System	5-Year Agreement, Annual Pay		$ 399,642					$ 399,642		

M3 ENTERPRISE SOFTWARE

Equipment	Contract Options	Multi-Year Contract Discount[8]	M3 - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year M3 Savings[9]	Compounded Savings %[9]
(1) Series 2411 & (1) Recirc System	M3, 5-Year Agreement, Annual Pay	1%	$ 59,259	$ 61,630	$ 64,096	$ 66,660	$ 69,327	$ 320,972	$ 6,493	1.98%

MAINTENANCE CALIBRATION & CERTIFICATION (MCC)

Equipment	Contract Options	Multi-Year Contract Discount[8]	MCC - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year MCC Savings[9]	Compounded Savings %[9]
(1) Series 2411 & (1) Recirc System	MCC, Priority, 5-Year Agreement, Annual Pay	2%	One Year Warranty Applies	$ 15,435	$ 15,899	$ 16,376	$ 16,868	$ 64,578	$ 3,244	4.78%

TOTAL COST

Equipment	Contract Options	Multi-Year Contract Discount[8]	2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year Total Savings[9]	Compounded Savings %[9]
(1) Series 2411 & (1) Recirc System	5-Year Agreement, Annual Pay	1% / 2%	$ 458,901	$ 77,065	$ 79,995	$ 83,036	$ 86,195	$ 785,192	$ 9,737	1.22%

Notes: 1- MCC does not reflect Prevailing Wage labor rates

3- All Discounts are year to year and require customer to be actively engaged in respective discount category

4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal

5- MARS Warranty, General Terms and Conditions (the "Terms") apply to this proposal

8- X-Year Contract fee is calculated as follows: previous year fee times (One plus (respective Multi-Year Contract Discount percentage subtracted from the respective prevailing standard increase percentage)).

9- Compared to non-contracted 1-year agreement amount.

Total Contract Price: $785,192

Schedule 2 - Equipment List

Equipment List:

- Provide one (1) MARS Series 2411 Test Bench System, includes:
  - Advanced Gravimetric Scale & Control System with Electronics Console
  - 100 Gal. Stainless Steel Calibrated Test Tank with Deck Scale
  - 500 Gal. Stainless Steel Calibrated Test Tank with Deck Scale
  - 10 Gal. Stainless Steel Tank with High Resolution Scale
  - MARS Patented C715-18 Compliant Carrier Bars & Adapters
  - Additional Rotometer, Needle Valve, & Bench Discharge
- Provide one (1) Recirculation System for the Series 2411 Test Bench System, includes:
  - 800 Gal. Polyethylene Supply Tank
  - Supply Side Pump, Return Pumps, VFD and VFD Panel
  - All Required Piping and Valves
  - Chlorination / Filtration System

Asset Warranty and Ownership:

Asset Warranty and Ownership

Asset Description	Warranty Term	Annual Subscription	Ownership
Test Bench Equipment[5]	12 Months	NA	Customer[1]
Printer[2]			
Ipad[3]			
Cables & Misc Adapters			
M3 Server (HW & SW & OS)	NA	Covered	MARS
Test Bench Local PC			
Rugged Mobile Test Tablet/PC[4]			
Router[3]			

Notes:

1 - Ownership is conveyed per T&Cs

2 - Consumables including Ink, Paper, etc is Customer responsibility at all times

3 - Included only with optional Connectivity Module

4 - Included only with Mobile Test System

5 - Includes Test Bench hardware, Advanced Scale and Control System (Console and Unitronics Scale hardware)

Schedule 3 - Software and Services List

M3 Enterprise Software & Test Bench Hardware Subscription 2026 Product Configuration		License[1] & Maintenance Fees	Install & Configuration Services[2]
GRAND TOTAL ALL SYSTEMS	**# of Systems =**	1	One-Time[2]
		Annual	
	Grand Total After All Discounts	$ 59,259	$ 13,281

Small Meter Test Bench System - Series 2411			
M3 Enterprise Software [3,5] Model Number(s): 71-12201-26			
➢ Core Software Application and Platform Architecture		*$ 14,109*	
➢ Advanced Connectivity Module		*$ 14,109*	
➢ Custom Test, Reporting, and Export Module		*$ 14,109*	
➢ Advanced Scale & Control Module		*$ 14,109*	
	Sub-Total	$ 56,436	
M3 Enterprise Hardware			
➢ Server & Database Software		$ 2,823	
Install SW/HW; Onsite Training; System Configuration/Data Migration (Total 15 Hours)[2]		**Included**	**$ 13,281**
	Sub-Total	$ 59,259	$ 13,281
	Total License + Advanced Maintenance per System	$ 59,259	$ 13,281
	Total Number of Systems =	1	
		Annual	One-Time
	Grand Total Price	$ 59,259	$ 13,281

Notes

1- Software License Subscription billed annually in advance and (requires minimum 12 month term(s)) unless specified and agreed upon in writing.

2- Install pricing for TYPICAL configuration; Additional config & data migration services / hours billed separately.

4- Annual M3 Software License Type: On-premise Subscription Term License with unlimited usage in accordance with MARS Warranty, Standard Terms and Conditions ('Terms').

5- Software License and Maintenance Fees for One (1) Year.

Legend
- Bold Text - Req'd for min. configuration
- Italics - optional configuration

Service Level: Priority

Summary of MARS Calibration Certification[1,2,4,5,6,7]

	Service Level					
	Basic	VF-10 Priority	Priority	Critical	TAB	
Service Level Requirements						
System Type (Volumetric or Gravimetric)	Vol	Vol	Grav	Grav	Grav	
Calibration and Certification	Yes	Yes	Yes	Yes	Yes	
Limited Support only; excluded value-added service and PM	Yes					
Service & Support Response Time - Important / Mission Critical		Yes	Yes	Yes	Yes	
Value-Added Service and Support - Important		Yes	Yes	Yes	Yes	
Calibration Certification Point-Inspection Services						
On-Site Customer Services by Factory Trained & Certified Technicians	Yes	Yes[6]	Yes	Yes	Yes	
Check & Calibrate: Carrier, Spacer Bar & Pin System Alignments	8-pt.		8-pt.	8-pt.	8-pt.	
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.		5-pt.	5-pt.	5-pt.	
Valves, Adapters & Gaskets Inspection	5-pt.	5-pt.	10-pt.	10-pt.	10-pt.	
Water Leak Checklist	5-pt.	5-pt.	10-pt.	10-pt.	10-pt.	
Hydraulic Actuators Pressure & Leak Cycle Time Inspection			6-pt.	6-pt.	6-pt.	
Solenoid Function Test & Performance Inspection			6-pt.	6-pt.	6-pt.	
Consulting Services						
Savings, Efficiency, and Productivity Consulting					Yes	Consulting services focused on revenue recovery efficiencies, initial setup and configuration of meter testing strategic plan, water quality management plan, etc.
Customized Management Reports and Analytics					Yes	Consulting services focused on Customized Management Reports and Analytics
Hardware Services						
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes	Yes	Yes	MARS Certified Maintenance Inspection & Certification (Includes Certification Decal)
Gage R&R (Repeatability and Reproducibility)	Yes	Yes	Yes	Yes	Yes	GR&R is defined as the statistical process used to evaluate a gauging instrument's (test bench) accuracy by ensuring its measurements are repeatable and reproducible[3].
Factory Preventative Maintenance Procedures	Yes	Yes	Yes	Yes	Yes	Preventative Maintenance Schedule. MARS Company will perform a PM on the Test Bench System(s) and other related MARS equipment specified under the Agreement.
Consumable Parts Included		$500	$500	$500	$1,000	MARS will cover Consumable Parts for each Test Bench System during each MCC 12-month term in the maximum aggregate amount of up to five hundred dollars ($500.00) for each Test Bench System and one thousand dollars ($1,000) for TAB.[4]
Parts & Labor/Service Discount		20%	20%	20%	25%	Parts beyond warranty coverage are not included in the service contract, if any are required. All parts and labor to install parts will be sold at a twenty percent (20%) discount from the current list price. MARS will separately quote any service call or parts installation outside of this agreement.
Parts Warranty (days)	90	90	90	90	120	All parts used under this Agreement are warranted for a period of ninety (90) days from the date of purchase and one-hundred twenty (120) day for TAB. MARS will replace and re-install, if necessary, parts installed by MARS under this service contract which fail solely due to quality manufacturing defect, within the warranty period at no additional cost.
Scale(s) Recalibration (MARS and third-party subcontractor)			Yes	Yes	Yes	If the tanks and scales are out of calibration at the time of an annual MCC visit, MARS Company will, as part of the service contract, have a mutually agreed upon, local third party representative recalibrate the scales to maintenance tolerance within NIST Handbook 44 specifications. MARS will use its best efforts to work in conjunction with customer to have a local agreed upon scale calibration representative at a cost of up to $800.00 USD per occurrence.
Repair and Return of Defective Devices			Yes	Yes	Yes	Repair and Return of defective devices. Customer responsible for all shipping and insurance fees which will be quoted separately.
Advance Hardware Replacement			Yes	Yes	Yes	Defective device replacement shipping in advance of return (billed if defective devices are not returned in 7 days). Customer responsible for all shipping and insurance fees which will be quoted separately.
Large Bench Hydraulic Maintenance (third-party)			Yes	Yes	Yes	MARS will assist large test bench customer to identify third-party for maintenance every 10 years.
On-Site Maintenance - Next Day				Yes		MARS will provide on-site emergency service, with certified personnel, on a no longer than 48-hour response time (subject to Force Majeure)
Support Services						
Dedicated Support Team and Priority Support					Yes	Provides a dedicated equipment support team with direct-contact cell numbers for rapid response and priority trouble-ticket resolution.
TAB MCC Service discount of 10% off MCC					10%	TAB MCC Service discount of 10% off annual MCC
Priority Phone and E-mail Support		Yes	Yes	Yes	Yes	MARS factory trained & certified personnel providing assistance in resolving operational issues over the phone or by e-mail.[1] (Std Level limited to 3 instances per month)
Basic E-mail Support	Yes					MARS factory trained & certified personnel providing assistance in resolving operational issues by e-mail.[1] (Basic Level limited to 3 instances per month)
Remote VPN Technical Assistance	Yes	Yes	Yes	Yes	Yes	MARS technical assistance via Remote VPN Computer Access During Normal Business Hours
24/7 Remote Technical Assistance				Yes		MARS technical assistance via Remote Computer Access available 24/7
Service Call Discounts - 20% discount on Critical and 2nd level					20%	Service Call Discounts - 20% discount on Critical and 2nd level Response Time
Priority Service Call Scheduling		Yes	Yes	Yes	Yes	Priority Scheduling of Service Calls.
Service Calls Discounts		Yes	Yes	Yes	Yes	Any service calls in excess of a single MCC trip per year[2] will be quoted separately and based on customers' selection/requirements for service level response timeframes
Centralized Customer Portal					Yes	Web-based centralized location for billing,
Enhanced Training and Certification Programs					Yes	Enhanced offering implemented through customer portal (expected 2H '26)
Early Access to New Features					Yes	Early Access to Evaluation, Testing and Review of New Features
Prioritized New Feature Development					Yes	Work with the customer on the potential of new feature development tailored to the specific needs of the municipality.
Enhanced Remote Diagnostics and Monitoring					Yes	Optimize and enhance the remote diagnostics and monitoring capabilities of the Advanced Scale and Control System
Emergency Service Calls Support 7/24				Yes		Emergency Service telephone assistance available 7/24
Knowledge Services						
Instructor On-Site Training		Yes	Yes	Yes	Yes	MARS will provide a up to four (2 for Std) hrs. of onsite equipment re-training for previously MCC certified operators during the annual on-site service call.
Self-Study Courses			Yes	Yes	Yes	(expected availability 2H 2026)
Additional Instructor On-Site Training						MARS certified personnel will provide a specified number of hours of additional equipment training (quoted separately)
Meter Test Training						MARS certified personnel will provide a specified number of hours of meter testing training (quoted separately)
Network Services						MARS certified personnel will provide a specified number of hours of network services support (quoted separately)
Subject Matter Expert/TAC Specialist Consulting Services						MARS certified personnel will provide a specified number of hours of Subject Matter Expert/TAC Specialist Consulting Services (quoted separately)
Test Bench Audit Consulting Services						MARS will conduct a comprehensive Test Bench Audit and recommend "Best Practices"

Optional

Note:
1 - Response time ("Service Time") will be within 24 hours of request, subject to best efforts and Force Majeure. Normal Bus. hrs. are 8 am-5 pm EST, M-F except holidays
2 - MCC will be performed for a single instance per 12 month period unless otherwise agreed to in writing
3 - American Society for Quality (ASQ); https://asq.org/quality-resources/gage-repeatability
4 - Subject to specific coverage limitations detailed in MCC agreement
5 - All Optional Services subject will be quoted separately and based on customers' selection/requirements for service level response timeframes
6 - VF-10 MCC Factory Depot Option requires that the VF-10 be sent to MARS' facility in Ocala, FL, or a site designated by MARS for calibration. Shipping to/from MARS is NOT included in the MCC Depot price.
7 - VF-10 Standard MCC includes on-site inspection and recalibration (no Gage R&R) is performed by MARS through turbine exchange if necessary.

Schedule 4 - Statement of Work

SOW Description		MARS Responsibility	
STATEMENT OF WORK FOR PROJECT:			
PRE-INSTALLATION			
IT Requirements			
Review server and software connectivity and security issues and requirements	✓		✓
Mechanical, Electrical and Plumbing Specifications			
General Concept CAD Drawing			
Create	✓		
Review and Approve			✓
Electrical CAD Drawings			
Create	✓		
Review and Approve			✓
Plumbing and Misc. Drawings			
Create	✓		
Review and Approve			✓
Install Electrical and Plumbing Requirements (Per Drawings)			
Main 480V/3PH Supply Power for Pumps			✓
Main 120V/1PH Supply Power for Consoles, Auto-Drain Pumps, Chlorinator, and Hydaulics			✓
FACILITY PREPARATION			
Equipment Delivery and Placement			
Move Equipment from Delivery truck to project site	✓		✓
Clear Path from Entry Door to Work Zone			✓
MARS to direct the opening of the crates to determine the components required for the project and the location.	✓		
Uncrate All Equipment & Rough Placement	✓		
Utilizing Customer Resources (Fork truck/Lifts/Jacks) to place the equipment into position.	✓		✓
INSTALLATION AT PROJECT SITE			
Equipment Installation			
Install Series 2411 Test Bench	✓		
Install Recirc Tank, Pump Skid, Piping	✓		
Install Load Cells, Tanks & Deck Scales	✓		
Install VFD(s)	✓		
Install Console(s)	✓		
Submit Punch List Document - Issue Management	✓		
Verification of Equipment Connection and Final Equipment Installation	✓		✓
Software Installation			
Install Server, Software, printer, iPad(s), router, etc	✓		
Configure Manufacturer's M3 Software	✓		
CUSTOMER STARTUP & TRAINING			
System Startup /Troubleshooting/Leak Tests in Field w/ Customer Assistance	✓		✓
Operator Training			
Perform Equipment and Software Training	✓		
Administer Operator Certification Test	✓		
Submit Operator Names for Certifications	✓		
EQUIPMENT AND SOFTWARE ACCEPTANCE			
Final Customer Acceptance-Docusign			✓
MARS to Send Final Invoice to Customer (24 hours or Less after Completed DocuSign)	✓		
PROJECT CLOSEOUT AND WARRANTY SUPPORT			
Send Hard Copy/Digital O&M Manuals	✓		
Send Warranty Start / Stop Document	✓		
Licence Terms/Start Stop Renewal/Warranty	✓		
MARS Final Project Closeout Document Package Completion	✓		
Completion Of Customer Training And Startup	✓		

Schedule 5 - Non-Standard Terms and Conditions

Non-Standard Terms & Conditions*: NONE

*Non-Standard Terms & Conditions SUPERSEDE AND CONTROL OVER THE MARS Warranty, General Terms and Conditions.

RFP - Request for Proposal

Sealed proposals will be received at this office until **Monday, March 30, 2026 @ 11:00 a.m**. and will be opened publicly. Opening may also be viewed via **Teams: Meeting ID: 295 624 629 146 54; Passcode: 2dA6Y9n9** for furnishing:

RFP #26-151 Water Meter Testing Equipment for Augusta, GA – Augusta Utilities Department

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

RFP documents may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (**http://appweb2.augustaga.gov/NewARCBid/ARCBid.html**), Euna OpenBids (**https://network.demandstar.com**) and Georgia Procurement Registry (**https://ssl.doas.state.ga.us/gpr/index**). Addenda will also be posted on the above listed website.

Mandatory pre-proposal conference will be held in person at 452 Walker Street, Augusta, Ga 30901 and via TEAMS Meeting ID: 260 984 430 009 76; Passcode: Gn7za9zx. on Monday, March 16, 2026 @ 10:00 a.m. Optional site visit will follow. Please contact Dean Meyer at 706-312-4139 if interested.

Questions or requests for clarifications must be submitted to the Procurement Department on or before the close of business **Tuesday, March 17, 2026 @ 5:00 P.M.**

Augusta Procurement Department
Attn: Jamye Mortley
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

No proposal may be withdrawn for a period of ninety **(90)** days after proposals have been opened, pending the execution of contract with the successful bidder. A **5% Bid bond** is required to be submitted along with the bidders' qualifications.

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

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

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

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

Publish:

Augusta Chronicle February 19, 26, and March 5, 12, 2026

RFP Opening: RFP Item #26-151 Water Meter Test Equipment for Augusta, GA-Augusta Utilities Department
RFP Date: Monday, March 30, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 8
Total Number Specifications Download (Euna OpenBids): 2
Total Electronic Notifications (Euna OpenBids): 329
Georgia Procurement Registry: 650
Pre-Proposal Conference Attendees: 9
Total Packages submitted: 2
Total Non-Compliant: 0

VENDORS	Exhibit A	E-Verify #	SAVE Form	Original & 1 USB Drive	Fee Proposal
OW Investors, LLC dba Mars Company 3925 SW 13th Street Ocala, FL 34474	YES	571783	YES	YES	YES
Ferguson Enterprises dba Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	YES	1205487	YES	YES	YES

RFP 26-151 Water Meter Test Equipment
for Augusta, GA – Utilities Department
Opening: Monday, March 30, 2026 @ 11:00 a.m.
RFP Evaluation Meeting: Wednesday, April 8, 2026 @ 10:00 a.m. (Via TEAMS)

Vendors			Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and**			
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**		**Weighted Scores**	
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5	4	100	80
3. Organization & Approach	(0-5)	10	5	4	50	40
4. Scope of Services: •Proposed test equipment meets all technical requirements •Support for ultra low flow testing for Ultrasonic water meters •Manufacturer/factory support for maintenance and service	(0-5)	25	5	4.5	125	112.5
5. Financial Stability	(0-5)	5	5	4.5	25	22.5
6. Schedule of Work	(0-5)	5	5	4.5	25	22.5
7. References	(0-5)	10	17.5	15.5	175	155
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			42.5	32.5	500	432.5
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
8. Presentation by Team	(0-5)	10	0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5	0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					**Cost/Fee Proposal Consideration**	
Lowest Fees	5	10		5	0	50
Second	5	6	5		30	0
Third	5	4			0	0
Forth	5	2			0	0
Fifth	5	1			0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5	30	50
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score			42.5	37.5	530	482.5

Internal Use Only

Evaluator: Cumulative Date: 4/8/26

Procurement DepartmentRepresentative:____Nancy Williams_____
Procurement Department Completion Date: 4/8/26

Augusta GEORGIA

Utilities Department

Wes Byne, P.E. *Director*

Steve Little, CPA *Assistant Director*

MEMO

DATE: **April 23rd, 2026**

TO: **Andy Penick, Director, Procurement Department**

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

FROM: **Dean Meyer**

SUBJECT: **RFP #26-151 Water Meter Test Equipment Director's Approval Memorandum**

I concur with the evaluation committee's evaluation decision and recommendations for Mars Company as the most qualified proposal to successfully fulfill the requirements of RFP 26-151 Water Meter Test Equipment based on the attached evaluation scoring sheet and support the decision to move forward with contract negotiations with the same.

AUD will submit a Muni-Agenda item after a contract has been agreed upon and Procurement's confirmation of receipt of the required documents for Commission approval of RFP 26-151 Water Meter Test Equipment for the Utilities Department.

cc: Steve Little, CPA
Nancy Williams

Augusta Utilities - Metering Division
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
www.augustaga.gov/2771

Augusta GEORGIA

RFP 26-151 Water Meter Test Equipment
for Augusta, GA – Utilities Department
Opening: Monday, March 30, 2026 @ 11:00 a.m.
RFP Evaluation Meeting: Wednesday, April 8, 2026 @ 10:00 a.m. (Via TEAMS)

Vendors			Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909	Mars Company 3925 SW 13th Street Ocala, FL 34474	Ferguson Waterworks 4188 Belair Frontage Road Augusta, GA 30909
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and**			
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**		**Weighted Scores**	
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5	4	100	80
3. Organization & Approach	(0-5)	10	5	4	50	40
4. Scope of Services: •Proposed test equipment meets all technical requirements •Support for ultra low flow testing for Ultrasonic water meters •Manufacturer/factory support for maintenance and service	(0-5)	25	5	4.5	125	112.5
5. Financial Stability	(0-5)	5	5	4.5	25	22.5
6. Schedule of Work	(0-5)	5	5	4.5	25	22.5
7. References	(0-5)	10	17.5	15.5	175	155
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			42.5	32.5	500	432.5
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
8. Presentation by Team	(0-5)	10	0	0	0	0
9. Q&A Response to Panel Questions	(0-5)	5	0	0	0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					Cost/Fee Proposal Consideration	
Lowest Fees	5	10		5	0	50
Second	5	6	5		30	0
Third	5	4			0	0
Forth	5	2			0	0
Fifth	5	1			0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5	30	50
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score			42.5	37.5	530	482.5

Internal Use Only

Evaluator: Cumulative Date: 4/8/26

Procurement DepartmentRepresentative:____Nancy Williams_____
Procurement Department Completion Date: 4/8/26

MARS Company
3925 SW 13th Street
Ocala, FL 34474

Core and Main
3620 Milledgeville Road
Augusta, GA 30909

Xylem Savannah
128 airport Park Dr
Savannah, GA

Ferguson Waterworks
1610 West Lucas Street
Florence, SC 29501

EJP
32 Prescott Street
Gardiner, Maine 04345

Grainger Supply
1516 Gordon Highway
Augusta, GA 30906

Fortline Waterworks
1628 Barton Chapel Road
Augusta, GA 30909

Delta Municipal Supply Co
408 Jesse Cronic Rd
Braselton, GA 30517

Wes Byne
Augusta Utilities Department

Dean Meyer
Augusta Utilities Department

Dr. Yolonda Jackson
Compliance

RFP Item #26-151 Water Meter Test Equipment for Augusta Utilities Department
RFP Due Date: Mon,3/30/2026 @ 11:00 a.m.

RFP Item #26-151 Water Meter Test Equipment for Augusta Utilities Department
Mail Date: 3/19/2026

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

Planholders

Add Supplier | Export To Excel

Supplier (2)

Supplier	Download Date
Dodge Data	02/20/2026
Onvia, Inc. - Content Department	02/20/2026

Add Supplier

Supplier Details

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

Documents

Filename	Type	Action
RFP Item #26-151 Water Meter Testing Equipment	Bid Document / Specifications	View History

FYI: Process Regarding Request for Proposals

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

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

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

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Engineering Committee Meeting

Meeting Date: 9/29/2026

#15 Aux Pump at Highland Plant

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.
Background:	The current pump is a diesel driven Peerless pump that is over 40 years old and has failed, we are replacing this pump with a new Peerless Pump.
Analysis:	We request to purchase a new Peerless Pump to resolve this situation as the pumps impellers and casing has failed beyond repair.
Financial Impact:	$31,900.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Critical Infrastructure.
Funds are available in the following accounts:	506-04-3520-5425110
REVIEWED AND APPROVED BY:	N/A

Nancy

Print Form

Augusta
GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: 8/13/2026 E-Verify Number: 208916

Commodity: Clear Wells Peerless Pump

Estimated annual expenditure for the above commodity or service: $ 31,900.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

X 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

X 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 8/13/2026

Department Head Signature: SWO Date: 29Sep26

Approval Authority: Andy Pernick Date: 09/30/26

Administrator Approval: (required) (not required) Date:

COMMENTS: Commission approval Required

Rev. 09/10/12

Augusta
GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: **Stephen Orton**

DATE: 8/13/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Templeton & Associates is being requested as the sole source for the Peerless Pump Company 8AE15 horizontal split-case pump and base required for the Highland Plant clear-well pumping system. The pump is specified to match the existing 250 HP motor and the operational requirements of the Highland Plant clear wells.

The Peerless 8AE15 pump provides the required capacity and performance for this application and is NSF 61 certified for use in a potable water system. The specified pump and base assembly, including the Falk Steelflex coupling and required performance testing to ANSI/HI-1U, provides compatibility with the existing equipment and installation requirements.

Utilizing the specified Peerless pump through Templeton & Associates will allow the City to maintain compatibility with the existing clear-well pumping infrastructure without unnecessary modifications to the motor, piping, foundation, controls, or other associated equipment. Substituting another pump manufacturer could require engineering changes, modifications to existing connections and equipment, and additional installation costs.

TEMPLETON & ASSOCIATES

EQUIPMENT SALES

A FERGUSON COMPANY

www.Templeton-Associates.com

DATE: August 13,2026
TO: JOHN GOODENOUGH
PROJECT: 250 HP PUMP REPLACEMENT
LOCATION: AUGUSTA, GA
EQUIPMENT: PEERLESS HSC PUMP AND BASE

On the terms and conditions contained herein and attached, we offer the following equipment:

One (1) Peerless Pump Company 8AE15 model HSC pump and base. See data sheets below for pump construction details. NSF61 certified. Falk Steelflex coupling included. Pump performance test to ANSI/HI-1U is included with curve approval required prior to shipment. Existing 250 HP motor to be mounted by Others.

Motor assumed as 447T frame. Pump rotation and motor details must be confirmed prior to order acceptance. Replacement quote is based on Goulds nameplate data only.

TOTAL PRICE: $31,900.00

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 8/13/2026

DIVISION Highland Water Filter Plant

FUND #: 506043520

REQUISITION #

- [x] WATER
- [x] EQUIPMENT
- [ ] CHEMICAL
- [ ] LAB
- [ ] IT
- [ ] ROUTINE
- [ ] SEWER
- [ ] TOOLS
- [ ] GASES
- [ ] UNIFORM
- [ ] SCADA
- [ ] EMERGENCY
- [ ] SUPPLIES
- [ ] SAFETY
- [ ] REPAIR
- [ ] LIFT STATION
- [ ] INVENTORY
- [x] SOLE SOURCE
- [ ] SERVICE
- [ ] OFFICE
- [ ] MAINTENACE
- [ ] OTHER
- [ ] BID ITEM
- [ ] PREFER ITEM
- [ ] FIBER

SHIP TO:

2822 Central ave. Augusta,Ga 3090[illegible]

VENDOR:	TEMPLETON t& ASSOCIATES
ADDRESS:	samuel.dillard@templeton-associates.com
PHONE #:	770.614.8550
QUOTED BY:	Samuel Dillard

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Peerless Pump Company	1	31,900.00	31,900.00		0.00		0.00
2.	8AE15 model HSC			0.00		0.00		0.00
3.	Pump and Base			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			31,900.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Peerless Pump Company 8AE15 model HSC pump and base for Highland Plant clear wells

REQUESTED BY: [signature]

APPROVED BY: [signature]

May 7, 2026

Mr. John Goodenough
535 Telfair Street
Augusta, GA 30901
Phone: 706-821-2300
JGoodenough@augustaga.gov

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Goodenough,

Please accept this letter as formal notification to City of Augusta that Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales, is the sole source supplier for Peerless Pump products for the state of Georgia's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column, and end suction pumps.

Please contact Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales
Branch # 3758
4324 Brogdon Exchange
Suwanee, GA 30024

Respectfully,

Jose Leon

Jose Leon, PE
Regional Sales Manager – Southeast US
Peerless Pump Company
jaleon@peerlesspump.com

Engineering Committee Meeting

Meeting Date: 9/29/2026

BID 26-209 Landscaping for Water Treatment Plants

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC. The bid award is for one year with the option to extend for four additional one year terms.
Background:	This for landscape and Lawn Care at the Highland and Hicks Water Treatment Plants that was put out for Bid. An bid was submitted via the Procurement Department
Analysis:	Fourteen vendors responded to the ITB. M & C Lawn Care & Maintenance Services LLC. was the lowest most responsive bidder
Financial Impact:	$33,480.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Service
Funds are available in the following accounts:	506-04-3580-5222410
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until Friday, June 5, 2026 @ 11:00 a.m. Bid openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605 Augusta, GA 30901and additionally via Teams: Meeting ID: 230 943 294 346 10; Passcode: Qa2Kk3k9 for furnishing:

Bid Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA – Augusta Utilities Department

No bids will be accepted by email; all submittals must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (http://appweb2.augustaga.gov/NewARCBid/ARCBid.html), Euna OpenBids (https://network.demandstar.com) and Georgia Procurement Registry (https://ssl.doas.state.ga.us/gpr/index). Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website. No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Optional site visit will be held on Thursday, May 21, 2026 @ 10:00 a.m. Please contact Steve Orton at 706-836-7283 in advance if you are interested.

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

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

All request for clarifications or interpretations for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, May 22, 2026 @ 5:00 P.M.

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

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

Publish:

Augusta Chronicle May 7, 14, 20, 2026

BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	ASAP LANDSCAPE MANAGEMENT GROUP 8274 TARA BOULEVARD SUITE C JONESBORO, GA 30236	AUGUSTA QUALITY, LLC 3517 WRIGHSBORO ROAD AUGUSTA, GA 30909	BENSON LAWN MAINTENANCE 1673 EDGEFIELD ROAD NORTH AUGUSTA, GA 29860	GROUND DOWN 4005 ROYAL OKS COURT AUGUSTA, GA 30906	H B LANDCAPING & LAWNCARE, LLC P. O. BOX 828 EVANS, GA 30809	JACKSON LANDSCAPING CO 512 2nd STREET JACKSON, SC 29831	JACOBS LAND MANAGEMENT 733 SCOTT NIXON MEMORIAL DR AUGUSTA, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	YES
E-VERIFY NUMBER	234946	639585	N/A	3030217	1419481	3029449	417873
SAVE FORM	YES	YES	YES	YES	YES	YES	YES
USB	NO	NO	NO	NO	YES	NO	YES
ADDENDUM 1	YES	YES	YES	YES	YES	YES	YES
PESTICIDE APPLICATOR LICENSE	NO	YES	NO	YES	YES	YES	NO
Bid Form: Landscaping Services							
Area 1	$1,270.00	$734.74	$577.91	$275.00	$260.00	$620.00	$561.00
Area 2	$1,150.00	$803.38	$577.91	$375.00	$300.00	$980.00	$710.00
Area 3	$1,330.00	$451.09	$577.91	$500.00	$475.00	$1,820.00	$587.00
Area 4	$1,510.00	$962.44	$577.91	$600.00	$500.00	$1,120.00	$787.00
Area 5	$1,388.00	$477.85	$577.91	$350.00	$315.00	$810.00	$735.00
Highland Plant Total Monthly Fee	$6,648.00	$3,429.50	$2,889.55	$2,100.00	$1,850.00	$5,350.00	$3,380.00
Area 1	$1,150.00	$1,389.13	$570.93	$600.00	$500.00	$820.00	$735.00
Area 2	$1,210.00	$758.78	$570.93	$400.00	$800.00	$150.00	$375.00
Area 3	$968.00	$460.01	$570.93	$300.00	$200.00	$220.00	$525.00
Area 4	$903.00	$1,520.55	$570.93	$800.00	$400.00	$450.00	$855.00
Hicks Plant Total Monthly Fee	$4,231.00	$4,128.47	$2,283.72	$2,100.00	$1,900.00	$1,640.00	$2,490.00

BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	M S C LAWN CARE & MAINTENANCE SERVICE, LLC 3958 WRIGHSBORO RD, SUITE C AUGUSTA, GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT STREET AUGUSTA, GA 30906	SMP CONTRACTING, LLC 3009 EARLHAM WAY GROVETOWN, GEORGIA 30813	TACITAL WIRE COMMUNICATION SOLUTIONS (TWCS) 823 BROAD STREET AUGUSTA, GA 30901	TRI SCRAPES, LLC 4016 ENTERPRIS COURT AUGUSTA, GA 30907	YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD MARTINEZ, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	Yes
E-VERIFY NUMBER	1512510	1661291	067036	3018816	2624988	123689	648975
SAVE FORM	Yes	YES	YES	YES	YES	YES	Yes
USB	Yes	YES	NO	YES	YES	YES	Yes
ADDENDUM 1	Yes	YES	YES	YES	YES	YES	Yes
PESTICIDE APPLICATOR LICENSE	Yes	YES	YES	YES	YES	YES	Yes
Bid Form: Landscaping Services							
Area 1	$343.75	$310.00	$600.00	$587.43	$2,050.00	$348.00	$350.00
Area 2	$406.25	$310.00	$600.00	$408.63	$2,150.00	$812.00	$600.00
Area 3	$531.25	$310.00	$600.00	$765.91	$1,950.00	$232.00	$700.00
Area 4	$500.00	$310.00	$1,200.00	$1,123.83	$2,150.00	$696.00	$550.00
Area 5	$537.50	$310.00	$600.00	$766.26	$2,000.00	$232.00	$750.00
Highland Plant Total Monthly Fee	$2,318.75	$1,550.00	$3,600.00	$3,652.06	$10,300.00	$2,320.00	$2,950.00
Area 1	$593.75	$300.00	$2,000.00	$1,072.74	$1,775.00	$672.00	$600.00
Area 2	$843.75	$300.00	$500.00	$536.39	$1,825.00	$168.00	$400.00
Area 3	$281.25	$300.00	$500.00	$1,095.69	$1,725.00	$168.00	$300.00
Area 4	$493.75	$300.00	$2,000.00	$1,430.32	$1,875.00	$672.00	$776.00
Hicks Plant Total Monthly Fee	$2,212.50	$1,200.00	$5,000.00	$4,135.14	$7,200.00	$1,680.00	$2,076.00

UTILITIES DEPARTMENT

WES BYNE, PE
Director

MEMORANDUM

TO: Andy Penick, Procurement Director
Nancy Williams– Contract Compliance Administrator
Tywanna Scott – Procurement Assurance Analyst
April Payne – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Steve Orton, Superintendent – Facilities and Maintenance Dept.

SUBJECT: **(Bid Item #26-209) Recommendation of Award (2026)**

DATE: 7/6/2026

It is our recommendation that Bid No. 26-209 be awarded to the lowest bidder, **M & S LAWN CARE & MAINTENANCE SERVICE, LLC3958 WRIGHSBORO RD, SUITE CAUGUSTA, GA 30909**

They were the apparent responsive lowest bid for the proposal.

Thank you very much for your kind assistance regarding this matter.

6 July 2026

Wes Byne, Director, Utilities Department Date

CC: Tess Thompson, Finance Manager, AUD-Finance

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

DATE: 8/31/2026

DIVISION Facilities Maintenance

FUND #: 506043580

CHECK ALL THAT APPLY:

- [x] WATER
- [ ] SEWER
- [ ] SUPPLIES
- [x] SERVICE
- [ ] EQUIPMENT
- [ ] TOOLS
- [ ] SAFETY
- [ ] OFFICE
- [ ] CHEMICAL
- [ ] GASES
- [ ] REPAIR
- [ ] MAINTENACE
- [ ] LAB
- [ ] UNIFORM
- [ ] LIFT STATION
- [x] OTHER

REQUISITION #

- [ ] IT
- [ ] SCADA
- [ ] INVENTORY
- [x] BID ITEM
- [ ] ROUTINE
- [ ] EMERGENCY
- [ ] SOLE SOURCE
- [ ] PREFER ITEM

SHIP TO:

2822 Central ave. Augusta,Ga 3090

VENDOR:	M & C Lawn Care and maintenance Service LLC			
ADDRESS:	3958 Wrightsboro road suite c augusta,Ga 30909			
PHONE #:	706-755-8677			
QUOTED BY:	Corey Tyler			

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Hicks Plant			0.00		0.00		0.00
2.	area 1	12	310.00	3,720.00		0.00		0.00
3.	area 2	12	310.00	3,720.00		0.00		0.00
4.	area 3	12	310.00	3,720.00		0.00		0.00
5.	area 4	12	310.00	3,720.00		0.00		0.00
6.				0.00		0.00		0.00
7.	Highland Plant			0.00		0.00		0.00
8.	Area 1	12	310.00	3,720.00		0.00		0.00
9.	Area 2	12	310.00	3,720.00		0.00		0.00
10.	Area 3	12	310.00	3,720.00		0.00		0.00
11.	Area 4	12	310.00	3,720.00		0.00		0.00
12.	Area 5	12	310.00	3,720.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			33,480.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Landscaping for bid 26-209 for 1 year

REQUESTED BY: Steve Orton

APPROVED BY: John Goodenough

Augusta
GEORGIA

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10-1.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	#26-209

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ name of contractor) on behalf of ***AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

1661291
**** (Provide E-Verify Number Here) ****

10-15-2018
Date of Authorization
(NOTE: Registered date can be found on MOU)

N/A
Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Cory Allen Tyler
Printed Name (of Authorized Officer or Agent of Contractor)

Owner
Title (of Authorized Officer or Agent of Contractor)

Cory Allen Tyler
Signature (of Authorized Officer or Agent of Contractor)

7-9-26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 **DAY OF** July, 2026

Ann Davis
Notary Public

07-07-2028
My Commission Expires:

ANN DAVIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA COMMISSION EXPIRES 07/07/2028
NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after "Notice of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Initial, Date and Return the form as requested.

Rev. 4/09/2021

Augusta
GEORGIA

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over $2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed $2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

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

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Augusta
GEORGIA

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10 1.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	#26-209

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of ***AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

1661291
**** (Provide E-Verify Number Here) ****

10-15-2018
Date of Authorization
(NOTE: Registered date can be found on MOU)

N/A
Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Cory Allen Tyler
Printed Name (of Authorized Officer or Agent of Contractor)

Owner
Title (of Authorized Officer or Agent of Contractor)

Cory Allen Tyler
Signature (of Authorized Officer or Agent of Contractor)

7-9-26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 **DAY OF** July, 2026

Ann Davis
Notary Public

07-07-2028
My Commission Expires:

ANN DAVIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA COMMISSION EXPIRES 07/07/2028

NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after notification of "Intent to Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Initial and Return the form as requested.

Rev. 4/09/2021

Augusta
GEORGIA

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over $2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed $2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

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

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.





Company ID Number: 1661291

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and M & C Lawn Care & Maintenance Services LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11.When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



Company ID Number: 1661291

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1661291

Approved by:

E-Verify Employer Agent Employer M & C Lawn Care & Maintenance Services LLC	
Name (Please Type or Print) CORY TYLER	Title
Signature Electronically Signed	Date 03/29/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/29/2021





Company ID Number: 1661291

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	M & C Lawn Care & Maintenance Services LLC
Company Facility Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
Company Alternate Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
County or Parish	RICHMOND
Employer Identification Number	843757139
North American Industry Classification Systems Code	115
Parent Company	100%
Number of Employees	1 to 4
Number of Sites Verified for	2





Company ID Number: 1661291

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GEORGIA	2 site(s)





Company ID Number: 1661291

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Milledge T Peek
Phone Number	(706) 750 - 3107
Fax Number	
Email Address	Milledgepeek6977@gmail.com

Name	CORY A TYLER
Phone Number	(706) 755 - 8677
Fax Number	
Email Address	mclawn2020@gmail.com

Company ID Number: 1661291

Page intentionally left blank

Augusta GEORGIA

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10-1.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	#26-209

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of ***AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

1661291
**** (Provide E-Verify Number Here) ****

10-15-2018
Date of Authorization
(NOTE: Registered date can be found on MOU)

N/A
Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Cory Allen Tyler
Printed Name (of Authorized Officer or Agent of Contractor)

Owner
Title (of Authorized Officer or Agent of Contractor)

Cory Allen Tyler
Signature (of Authorized Officer or Agent of Contractor)

7-9-26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 **DAY OF** July, 2026

Ann Davis
Notary Public

07-07-2028
My Commission Expires:

ANN DAVIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA COMMISSION EXPIRES 07/07/2028 NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after "Notice of Intent to Award Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Complete and Return the form as requested.

Rev. 4/09/2021

N/A

Augusta GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
Signature of Authorized Company Representative

_____
Title

Sworn to and subscribed before me this _____ day of _____, 20____.

_____
Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ **NOTARY SEAL**

NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A. Notarize and Return the form as requested.

Rev. 4/09/21

Augusta
GEORGIA

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over $2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed $2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

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

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Augusta GEORGIA

BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	ASAP LANDSCAPE MANAGEMENT GROUP 8274 TARA BOULEVARD SUITE C JONESBORO, GA 30236	AUGUSTA QUALITY, LLC 3517 WRIGHSBORO ROAD AUGUSTA, GA 30909	BENSON LAWN MAINTENANCE 1673 EDGEFIELD ROAD NORTH AUGUSTA, GA 29860	GROUND DOWN 4005 ROYAL OKS COURT AUGUSTA, GA 30906	H B LANDCAPING & LAWNCARE, LLC P. O. BOX 828 EVANS, GA 30809	JACKSON LANDSCAPING CO 512 2nd STREET JACKSON, SC 29831	JACOBS LAND MANAGEMENT 733 SCOTT NIXON MEMORIAL DR AUGUSTA, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	YES
E-VERIFY NUMBER	234946	639585	N/A	3030217	1419481	3029449	417873
SAVE FORM	YES	YES	YES	YES	YES	YES	YES
USB	NO	NO	NO	NO	YES	NO	YES
ADDENDUM 1	YES	YES	YES	YES	YES	YES	YES
PESTICIDE APPLICATOR LICENSE	NO	YES	NO	YES	YES	YES	NO
Bid Form: Landscaping Services							
Area 1	$1,270.00	$734.74	$577.91	$275.00	$260.00	$620.00	$561.00
Area 2	$1,150.00	$803.38	$577.91	$375.00	$300.00	$980.00	$710.00
Area 3	$1,330.00	$451.09	$577.91	$500.00	$475.00	$1,820.00	$587.00
Area 4	$1,510.00	$962.44	$577.91	$600.00	$500.00	$1,120.00	$787.00
Area 5	$1,388.00	$477.85	$577.91	$350.00	$315.00	$810.00	$735.00
Highland Plant Total Monthly Fee	$6,648.00	$3,429.50	$2,889.55	$2,100.00	$1,850.00	$5,350.00	$3,380.00
Area 1	$1,150.00	$1,389.13	$570.93	$600.00	$500.00	$820.00	$735.00
Area 2	$1,210.00	$758.78	$570.93	$400.00	$800.00	$150.00	$375.00
Area 3	$968.00	$460.01	$570.93	$300.00	$200.00	$220.00	$525.00
Area 4	$903.00	$1,520.55	$570.93	$800.00	$400.00	$450.00	$855.00
Hicks Plant Total Monthly Fee	$4,231.00	$4,128.47	$2,283.72	$2,100.00	$1,900.00	$1,640.00	$2,490.00

Augusta GEORGIA

BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	M & S LAWN CARE & MAINTENANCE SERVICE, LLC 3958 WRIGHSBORO RD, SUITE C AUGUSTA, GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT STREET AUGUSTA, GA 30906	SMP CONTRACTING, LLC 3009 EARLHAM WAY GROVETOWN, GEORGIA 30813	TACITAL WIRE COMMUNICATION SOLUTIONS (TWCS) 823 BROAD STREET AUGUSTA, GA 30901	TRI SCRAPES, LLC 4016 ENTERPRIS COURT AUGUSTA, GA 30907	YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD MARTINEZ, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	Yes
E-VERIFY NUMBER	1512510	1661291	067036	3018816	2624988	123689	648975
SAVE FORM	Yes	YES	YES	YES	YES	YES	Yes
USB	Yes	YES	NO	YES	YES	YES	Yes
ADDENDUM 1	Yes	YES	YES	YES	YES	YES	Yes
PESTICIDE APPLICATOR LICENSE	Yes	YES	YES	YES	YES	YES	Yes
Bid Form: Landscaping Services							
Area 1	$343.75	$310.00	$600.00	$587.43	$2,050.00	$348.00	$350.00
Area 2	$406.25	$310.00	$600.00	$408.63	$2,150.00	$812.00	$600.00
Area 3	$531.25	$310.00	$600.00	$765.91	$1,950.00	$232.00	$700.00
Area 4	$500.00	$310.00	$1,200.00	$1,123.83	$2,150.00	$696.00	$550.00
Area 5	$537.50	$310.00	$600.00	$766.26	$2,000.00	$232.00	$750.00
Highland Plant Total Monthly Fee	$2,318.75	$1,550.00	$3,600.00	$3,652.06	$10,300.00	$2,320.00	$2,950.00
Area 1	$593.75	$300.00	$2,000.00	$1,072.74	$1,775.00	$672.00	$600.00
Area 2	$843.75	$300.00	$500.00	$536.39	$1,825.00	$168.00	$400.00
Area 3	$281.25	$300.00	$500.00	$1,095.69	$1,725.00	$168.00	$300.00
Area 4	$493.75	$300.00	$2,000.00	$1,430.32	$1,875.00	$672.00	$776.00
Hicks Plant Total Monthly Fee	$2,212.50	$1,200.00	$5,000.00	$4,135.14	$7,200.00	$1,680.00	$2,076.00

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND
M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

CONTRACTOR: **M & C Lawn Care & Maintenance Services LLC**

PROJECT: Provide landscape maintenance at Augusta Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility

DATE EXECUTED:

DATE COMPLETED:

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Landscape Maintenance at Augusta's Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility

Augusta, Georgia

The Honorable Garnett L. Johnson., Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith Rice
Lonnie Wimberly
Don Clark
Tony Lewis
Tina Slendak
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE:

_____

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

This Agreement is made and entered into this _____ day of _____, 2026___ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and* CONTRACTOR a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Landscape maintenance at Augusta Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility and,

WHEREAS, the CONTRACTOR has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONTRACTOR that:

The CONTRACTOR scope of work will consist of evaluating and repairing hydrants and valves as assigned by AUD team. The scope will also include allowing AUD staff to shadow CONTRACTOR so as to establish a policy and procedure for this program for future in-house use.

The scope of services is more precisely defined in Attachment A Scope of Services.

GENERAL PROVISIONS

CONTRACTOR has agreed, in this Agreement with CITY to provide the on-call services of providing landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with all municipalities, local government officials, utility companies, and other CONTRACTORs as directed by the CITY. CITY, CONTRACTOR and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or CONTRACTORs practicing under similar conditions. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONTRACTOR and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONTRACTOR.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONTRACTOR, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONTRACTOR on behalf of the CITY under this Agreement. However, CONTRACTOR will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONTRACTOR'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

BINDINGS

It is further agreed that the CITY and CONTRACTOR each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONTRACTOR shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT
This Agreement represents the entire agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONTRACTOR executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONTRACTOR under this Agreement.

CITY –means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONTRACTOR - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONTRACTOR signed by CITY and accepted by CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order – means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONTRACTOR. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONTRACTOR under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders
4. Bid Package Documents

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONTRACTOR and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONTRACTOR of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONTRACTOR under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONTRACTOR's Key Personnel without the prior written approval of the CITY or his designee.

The CONTRACTOR shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONTRACTOR shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONTRACTOR and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONTRACTOR shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONTRACTOR shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONTRACTOR of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONTRACTOR agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONTRACTOR pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONTRACTOR without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the CITY or by the CONTRACTOR with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONTRACTOR acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONTRACTOR shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONTRACTOR with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONTRACTOR, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, CONTRACTOR will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONTRACTOR under this Agreement shall become the property of the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONTRACTOR.

9.1 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONTRACTOR is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONTRACTOR. The CONTRACTOR shall be paid for any validated services under this Contract up to the time of termination.

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONTRACTORS

CONTRACTOR shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other CONTRACTORs and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONTRACTOR, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Indemnification:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless CITY, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR , any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR under this paragraph shall not extend to the liability of CITY's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications. CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements with CITY and

shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

14. INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
B. Public Liability Insurance – in an amount of not less 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 CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of $5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONTRACTOR shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONTRACTOR shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONTRACTOR may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONTRACTOR against all claims arising out of such use of documents and materials without the CONTRACTOR's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street, Ste. 910
Augusta, GA 30901

CONTRACTOR:
ADMINISTRATION
NAME
ADDRESS
CITY, STATE, ZIP CODE

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. **LOCAL SMALL BUSINESS:**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

27. **E-VERIFY**:

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and

must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

28. **EXTENT OF THE AGREEMENT**

This Agreement represents the entire agreement between AUGUSTA and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.

ACKNOWLEDGEMENTS

"***Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts***

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Mayor Garnett Johnson
AS ITS: **MAYOR**

ATTEST CLERK:

_____

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

CONTRACTOR:

M & C Lawn Care & Maintenance Services LLC

BY: _____

PRINTED NAME: _____
AS ITS:

ATTEST:

_____

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements and shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

1. Contractor shall furnish all materials, equipment, machinery, transportation and other implements and materials necessary to execute this Contract. Equipment that damages turf or sidewalks shall not be allowed. The Contractor shall be responsible for all equipment maintenance, repair and expendables including but not limited to fuel, oil, and tires. No City equipment will be loaned or otherwise leased or rented to the Contractor. A sufficient supply of back up equipment must be kept on hand to ensure timely and continuous fulfillment of this
Contract. No relief in responsibility for work performance will be granted in the event of broken down equipment. Landscape services shall be provided as outlined in Landscape Services
Required Schedule.
2. Contractor shall emphasize and enforce common safety standards for mowing, applying chemicals and using ground maintenance equipment. Employees should wear necessary safety equipment at all times and use extreme care when applying chemicals. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
3. Contractor shall provide sufficient onsite supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervision" will be a person designated to be at the work site, and act as the selected Contractor's point of contact for Augusta Utilities Department.
4. The Contractor shall be responsible for all damages or personal injury resulting from its operations. This includes, but is not limited to, damage to plants, and turf as well as buildings and structures. Damages and any personal injury will be reported immediately to Augusta Utilities Department.
5. Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, Augusta Utilities Department shall have the right to declare the Contractor nonperforming and shall have the right to terminate the contract without penalty.
6. The Contractor shall provide a detailed monthly maintenance schedule which should include, but not be limited to, pruning schedule, fertilizer and weed control products to be used (sample attached).
7. All Landscape work shall be performed during standard operating hours Monday through
Friday of each week according to the agreed upon Landscape Services Required Schedule.
8. Contractor's vehicles will be properly identified and maintained in a neat and professional manner.

PROJECT UNDERSTANDING

Upon request from the CONTRACTOR, CITY may provide all criteria and full information as to CITY's and CONTRACTOR'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and

any budgetary limitations. CONTRACTOR may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONTRACTOR'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONTRACTOR to submit progress reports and/or plans shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONTRACTOR.

CONTRACTOR'S INSURANCE

CONTRACTOR will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITES

CITY-FURNISHED DATA
CITY will provide to CONTRACTOR all data in CITY's possession relating to CONTRACTOR's services on the PROJECT. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER
The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONTRACTOR shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONTRACTOR, the CITY will provide the necessary documents identifying the CONTRACTOR as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS
Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or PROJECT construction.

TIMELY REVIEW
CITY will examine CONTRACTOR's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other CONTRACTORs as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE
CITY will give prompt written notice to CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's Services, or of any defect in the work of CONTRACTOR or construction contractors.

CITY'S INSURANCE
CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

ATTACHMENT A – SCOPE OF SERVICES

GENERAL

The purpose of this bid item is for Augusta Utilities Department (AUD) to secure a contractor to provide landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility.

LAWNS

Lawns shall be mowed Bi-weekly during the months of March through November. They will be Vacuumed Bi-Weekly during the months of December through February; aerate and overseed during the month of November. Prior to mowing, trash, paper and other debris will be removed. Raking of the lawns is to be done after each mowing, or as needed, and where needed to present a neat appearance, and to prevent the buildup of thatch. At no time shall more than 1/3 of the leaf blade be removed during mowing.

EDGING

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by Augusta Utilities. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. Chemicals are not to be used to edge grass. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February. Landscapers utilizing edgers must not cause any damage to vehicles or other objects or property.

CLEANING/TRASH

Grass clippings and all other debris resulting from the services provided by the Contractor will be removed from lawns, sidewalks, parking lots, and streets immediately upon completion of work or as deemed necessary by Augusta Utilities. The Contractor shall pick up and dispose of all clippings and litter per visit and dispose of in the proper area on-site.

CHEMICAL PROGRAM

The Contractor shall furnish one (1) fertilizer application to trees and shrub beds during the month of March and September each year which equals 2 per year. The cost of the fertilizer and labor is included in the agreement. The Contractor agrees to provide, in the cost of this agreement, Herbicide (1) once a quarter to all flower and mulch areas and all pre or post emergent herbicides necessary to enhance all lawns and bed areas. The Contractor shall also, to prevent injury to landscape plants, turf plants and turf and for treatment of problems such as insect infestations and disease, include pesticide applications on an "as needed" basis. Documentation provided to Augusta Utilities shall be required and must be approved for application of any and all chemicals, specifying the date of application, type of chemical and application rate.

PRUNING

Plants shall be shaped to enhance and preserve their natural appearance. Shearing is not acceptable. Major pruning is to be accomplished in the months of December through February. Light pruning

is to be done, as required, in order to maintain proper growth during the months of March through November. The Contractor agrees to prune winter kill branches from shrubs and ground cover as soon as it is evident the plant will not recover. Augusta Solid Waste anticipates all dead wood pruning to be completed no later than May 15th of each year.

MULCH/PINE STRAW

Pine straw shall be provided by the Contractor two (2) times a year. A minimum of three (3) inches of mulch shall be maintained at all times. Mulch shall be clean and free of excess branches, litter, and weeds.

INSPECTION

It is understood within this agreement that any problems such as disease, insect infestations, or unusual weather conditions, etc. shall be discussed with Augusta Utilities. A landscape maintenance foreman shall check with management each day while providing services included in this agreement. This will enable the foreman to discuss work orders and any other concerns either party might have. Periodic inspections will be scheduled with the foreman as deemed necessary by Augusta Utilities Department.

IRRIGATION SYSTEM

Contractor is to coordinate irrigation schedule with Augusta Utilities on a regular basis, taking into consideration seasonal demands, watering restrictions and off season deactivation. Contractor shall winterize (de-activate) irrigation system prior to the average first frost date in the Fall of the year. Contractor shall energize the irrigation system after the average last frost date in the Spring of the year. Contractor is to advise Management of any and all leaks, cracks, damage to controllers and or heads and any other impairment to the system as soon as the problem is discovered and isolate those failures by turning off that zone of the system. At that point, Contractor will provide a quote for repair of the failure BEFORE repairing. These quotes will be presented to Augusta Utilities. Any repairs caused by contractor's neglect to be remedied at no cost to Augusta Utilities.

SPECIAL PROVISIONS

1. Fire ants in lawn and shrub bed areas shall be treated as they appear.(with chemicals approved By Augusta Utilities)
2. Vegetation growing in asphalt or concrete cracks shall be treated as it appears.
3. All workers must be dressed appropriately to include wearing of shirts and shoes while on the premises.

GENERAL INSTRUCTIONS

1. Mowing, trimming, edging – should be done as outlined above or when deemed necessary by Augusta Utilities.
2. Trash – per visit.
3. De-thatching – when thatch exceeds ½" - ¾" in depth in warm season grasses.
4. Fertilization – year round.
5. Lime – only as needed.
6. Weeding – year round.
7. Aeration/Over seeding – early Spring/late Summer as conditions warrant.

8. Pine straw – twice per year.
9. All clippings, pruned branches, and sucker growth on trees shall be disposed of in the proper area on-site.

LICENSE AND PERMITS

Vendor is required to have and maintain a valid Commercial Pesticide Applicator's License, as well as a valid Commercial Pesticide Business License; both of which must remain valid throughout the duration of this contract.

Contract Period

SEASONAL LANDSCAPE REQUIREMENTS

JANUARY

- Complete Winter pruning – evergreen and deciduous plants – (non flowering and summer flowering trees and shrubs).
- Leaf removal – leaves shall be blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- Lawns mowed, trimming and edging completed as needed.

FEBRUARY

- Complete Winter pruning as needed.
- Weed control with pre-emergent for turf and shrub beds.
- Weed control with pre-emergent for Bermuda; fertilize shrub beds with (5-10-20).
- Weed control with pre-emergent for Fescue; fertilize shrub beds with (25-2-5).
- Lawns mowed, trimming and edging completed as needed.

MARCH

- Fertilize shrubs and trees with balanced slow release fertilizer with iron (8-10-10).
- Weed control with pre-emergent for turf and shrub beds.
- Prune flowering trees.
- Irrigation – check controller and all heads for any leaks, cracks, or other winter damages.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

APRIL

- Fertilize Fescue (19-3-7) 50% SCH w/pre-m.
- Fungicide ornamentals and turf at first indication of disease.
- Weed control with pre-emergent in shrubs and turf.
- Fertilize shrubs and trees (8-10-10) – balanced slow release fertilizer.
- Weed control with pre-emergent in shrubs and on Bermuda with (25-2-5) 30% SCU w/pre-m.
- Lawns mowed weekly.
- Edging and trimming completed every two (2) weeks.

MAY

- Fertilize Bermuda w/balanced slow release fertilizer (25-5-9) 5 lbs. /1000 (in May or June).
- Prune winter die back on all plants.

 Weed control in shrub beds and turf with post emergent.
 Prune and shape spring shrubs and trees.
 Fertilize shrubs and trees (12-8-8) – balanced slow release fertilizer.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

JUNE

 Shape pruning of shrubs and trees.
 Weed control in shrub beds w/post-emergent.
 Fertilize Fescue with (5-10-31)
 Sod replacement.
 Water (turf, shrubs and trees).
 Sucker growth removed on all trees.
 Fertilize Bermuda with (32-5-7) 50% SCU.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

JULY

 Insect control (only those insects that damage plant material)
 Water (turf, shrubs, and trees).
 Weed control (post emergent) in shrub beds and turf.
 Shape pruning of shrubs and trees.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

AUGUST

 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

SEPTEMBER

 Weed control in shrub beds and turf with post-emergent.
 Fertilize groundcovers, shrubs, trees (8-10-10) balanced fertilizer.
 Aerate and over seed Fescue fertilize with (18-24-12) 25% SCU, and lime as needed, (in September or October).
 Shape pruning of shrubs and trees.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

OCTOBER

 Lime turf grass as needed.
 Fescue mowing
 Leaf removal-leaves shall be blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
 Shape pruning of shrubs and trees.
 Fertilize shrubs and trees with (8-10-10) balanced fertilizer.

 Fertilize Bermuda (5-10-20) w/pre-m.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

NOVEMBER
 Fescue mowing.
 Leaf blowing and removal-blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
 Pine straw – only after complete leaf removal (may run into December if leaves still on trees).
 Fall planting of upgrades.
 Lawns mowed weekly.
 Edging and trimming completed every two (2) weeks.

DECEMBER
 Complete leaf removal – blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
 Fertilize fescue with (32-3-8).
 Lime Bermuda (as needed).
 Lawns mowed, trimming and edging completed as needed.

ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONTRACTOR for services, which have been authorized by the CITY under the terms of this Agreement.

The CONTRACTOR may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not considered to be evidence of performance by the CONTRACTOR 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 CONTRACTOR shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONTRACTOR to proceed with the work authorized in a Task Order**,** it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONTRACTOR shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONTRACTOR, but the premium time portion of the overtime will not be billed to the CITY unless the CONTRACTOR has requested acceleration of the scheduled work in writing.

GEORGIA PROMPT PAY ACT:
This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing

To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

Pricing

Landscaping Services: Initial Contract to expire 10/15/27

Highland Plant

- Area 1 310 Monthly
- Area 2 310 Monthly
- Area 3 310 Monthly
- Area 4 310 Monthly
- Area 5 310 Monthly

Highland Plant 1550 Total Monthly Fee

Hicks Plant

- Area 1 300 Monthly
- Area 2 300 Monthly
- Area 3 300 Monthly
- Area 4 300 Monthly

Hicks Plant 1200 Total Monthly Fee

Name (printed):_____

Company: _____

Address: _____

City, State, Zip: _____

Telephone No.:_____ Fax No.:_____

Date: _____

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONTRACTOR shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The work sequence and work schedule will be in accordance with specifications as defined in Attachment A.

CONTRACTOR SERVICES

AUGUSTA UTILITIES DEPARTMENT	CONTRACTOR
BY: _____	BY: _____
PRINTED NAME: **Wes Byne**	PRINTED NAME: _____
TITLE: DIRECTOR	TITLE: _____
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 CONTRACTOR (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONTRACTOR. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Other not described above, as approved by the CITY.

HB LANDSCAPING & LAWNCARE LLC
663 Blanchard Road
EVANS, GA 30809
(RETURNED MAIL)

AUGUSTA LAWNCARE SERVICES
2008 WESTSIDE DR.
AUGUSTA, GA 30907

TURNERS LAWN CARE & LANDSCAPING
3343 HAMDEN ST.
AUGUSTA, GA 30906

POND MAINTENANCE OF AUGUSTA
3707 COLBERT ST
AUGUSTA, GA 30906

BULLDOGS CUTS
907 PARK AVE
AUGUSTA, GA 30901

AUGUSTA GREENS RIGHT AWAY
1600 KERON WAY
HEPHZIBAH, GA 30815

LEP CONTRACTING LLC
2917 FOXHALL CIRCLE
AUGUSTA, GA 30907

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DR.
AUGUSTA, GA 30907

AUGUSTA QUALITY LLC
3904 WRIGHTSBORO RD. STE C
AUGUSTA, GA 30909
(RETURNED MAIL)

HOME DETOX
2002 LANIER DR
AUGUSTA, GA 30904

GEORGIA'S GREEN LAWN CARE LLC
2204 RICHARDS RD
AUGUSTA, GA 30906

SNAP CORP USA
2753 WILLIS FOREMAN RD
HEPHZIBAH, GA 30815

DAVIS LANDSCAPE COMPANY
PO BOX 350
EVANS GA 30809
(RETURNED MAIL)

CSRA LANDSCAPING
2232A PEACH ORCHARD RD
AUGUSTA, GA 30906
(RETURNED MAIL)

LUMBERJACK LAWN & LANDSCAPING
3315 TIMBER TWIG LN
AUGUSTA, GA 30906

PIEDMONT LANDSCAPE MANAGEMENT
1048 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DRIVE
AUGUSTA, GA 30907

M & C LAWN CARE & MAINTENANCE SERVICES LLC
3958 WRIGHTSBORO RD. SUITE C
AUGUSTA, GA 30909
(RETURNED MAIL)

RISE AND SHINE LAWN CARE AND LANDSCAPING, LLC
1159 WALTONS TRAIL
HEPHZIBAH, GA 30815

T. GARRETT ENTERPRISE LLC
2326 WALDEN DR. STE B.
AUGUSTA, GA 30904

AUGUSTA LAWN & TURF
3618 PHILLIPS DR
MARTINEZ, GA 30907

BRIGHT BROTHERS LANDSCAPING
2625 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904
(RETURNED MAIL)

FRAILS MASONRY and CONSTRUCTION
2483 HOBBS MILL ROAD
DEARING, GA 30808

Wes Byne
Augusta Utilities

Stephen Orton
Augusta Utilities

Dr. Yolonda Jackson
Compliance

Bid Item #26-209 Landscaping for Water Treatment Plant for Augusta, GA-Augusta Utilities Department
Bid Due: Fri, 6/5/26 @ 11:00 a.m.

Bid Item #26-209 Landscaping for Water Treatment Plant for Augusta, GA-Augusta Utilities Department
Mail Date: 4/7/2026

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

Planholders

Add Supplier | Export To Excel

Supplier (20)

Supplier	Download Date
5280 Cleaners LLC	08/18/2026
Ajax Industrial Cleaning	08/21/2026
American Facility Services, Inc.	08/17/2026
Block by Block	08/17/2026
Chi-Ada Corpororation	08/24/2026
CLEAN SPACE LLC.	08/17/2026
Complete Contract Consulting	09/10/2026
Complete Facility Services, LLC	08/17/2026
Contractors Enterprises, Inc.	08/19/2026
Disinfectant Solutions of Atlanta	09/10/2026
Dodge Data	08/17/2026
FCS Facility Services, Inc. dba FCS Services	08/17/2026
Goldie Solutions, LLC	08/17/2026
Imagann Cleaning Service, Inc.	08/21/2026
Onvia, Inc. - Content Department	08/16/2026

1 2

Showing 1-15 of 20

Add Supplier

Supplier Details

Supplier Name	5280 Cleaners LLC
Contact Name	David Webb

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

Email	5280cleanersllc@gmail.com
Phone Number	(72-0) -732-7108

Documents

Filename	Type	Action
27-290_ITB	Bid Document / Specifications	View History
27-290_ADD1	Addendum	View History
27-290_ADD2	Addendum	View History

Engineering Services Committee Meeting

October 27, 2026

Right-of-Way and Vacant Lot Scheduling

Department:	N/A
Presenter:	N/A
Caption:	**Right-of-Way and Vacant Lot** scheduling now and through department transition. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 22, 2026 8:51 AM
To: Lena Bonner; Natasha L. McFarley
Subject: Agenda Item 10/27
Attachments: IMG_0648.jpeg; IMG_0650.jpeg; IMG_0649.jpeg

Great Morning,

Add discussion on Right Away and Vacant Lot scheduling now and through department transition.

Kind Regards,



Stacy Pulliam

STA

Augus
Comm

762-

spul

Augu

Together \







Engineering Services Committee Meeting

October 27, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the October 13, 2026 Engineering Services Committee Meeting minutes.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A