

Commission Chamber Tuesday, April 01, 2025 2:00 PM

### **INVOCATION**

Reverend Mark Maund, Pastor, Riverview Church

# PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA <u>DELEGATION(S)</u>

- **<u>A.</u>** Ms. Kathy Randolph and Kerry Bridges regarding Energy Efficiency Big Check Presentation relative to the partnership with Georgia Power and TRANE.
- **B.** Mr. Moses Todd discuss wastewater treatment contract automatic renewal with ESG.
- C. Mr. Melvin Kelly to discuss youth activities/homelessness.

## CONSENT AGENDA

(Items 1-24)

### PUBLIC SERVICES

- **1.** Motion to **approve** Masters 2025 Van Rentals FOR Augusta Regional Airport. (**Approved by the Augusta Aviation Commission March 20, 2025**) (Requested by Commissioner Don Clark) (Approved by Public Services Committee March 25, 2025)
- 2. Motion to approve A.N. 25-15 Existing Location, New Ownership: Retail Package Beer and Wine, Innaiah Yenumula applicant for Shoppers Stop, 1649 Olive Road, District 1, Super District 9 (Approved by Public Services Committee March 25, 2025)
- 3. Motion to approve A.N. 25-16 New Location: Consumption on Premises Beer, Wine & Sunday Sales. Robert Shawn Moseley applicant for Emil's LLC, located at 902 Broad Street. District 1, Super District 9 (Approved by Public Services Committee March 25, 2025)
- Motion to approve A.N.25-17 New Ownership: Consumption on remises Bear, Wine, & Sunday Sales, Manish Kumar N. Patel applicant for Homesuites by Hilton Augusta (Approved by Public Services Committee March 25, 2025)
- 5. Motion to approve A.N. 25-18 New Location: Consumption on Premises Bear & Wine with Sunday Sales, Lawrence McDaniels applicant for MSW&W Cooperative LLC, doing business as Trellis Coffee Bar located at 1902 Walton Way, District, Super District.10 (Approved by Public Safety Committee March 25, 2025)

- Motion to approve A.N. 25-19- Existing Location: Adding Retail Package for Wine, Henry Schafer applicant for ILBI (Approved by Public Services Committee March 25, 2025) (Approved by Public Services Committee March 25, 2025)
- Motion to approve a request by Edward K. Knight for Massage Operator's License to be used in connection with Wright Bodywork & Wellness Inc. located at 807 Shartom Drive, Augusta GA 30907. District 7, Super District 10.(Approved by Public Services Committee March 25, 2025)
- 8. Motion to **approve** additional funding in the amount **\$61,000** for seasonal workers/ operational costs and capital outlay cost for vehicle and sprayer in the amount of **\$48,0006** associated with the Mosquito Control Program funded from Contingency as recommended by staff. (**Approved by Public Services Committee March 25, 2025**)

# ADMINISTRATIVE SERVICES

- **9.** Motion to **approve** the purchase of six Ford F150s, at a total cost of \$277,027.44 from Akins Dodge Ford for the Utilities department. (**Approved by Administrative Services Committee March 25, 2025**)
- 10. Motion to approve the purchase of one forklift, at a total cost of \$37,184 from Atlanta Forklifts for the Augusta Utilities Department. (Bid #25-138) (Approved by Administrative Services Committee March 25, 2025)

# **ENGINEERING SERVICES**

- Motion to approve Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and approve an additional 5 year extension of the Contract. (Approved by Engineering Services Committee March 25, 2025)
- 12. Motion to approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services. AE/RFP 19-179.(Approved by Engineering Services Committee March 25, 2025)
- 13. Motion to approve Supplementing (SA5) Construction Contract of Landfill Phase 3 Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing Cell3B2-Part3 construction. AE/RFP 21-183 (Approved by Engineering Services Committee March 25, 2025)
- 14. Motion to approve Augusta Utilities Contract With Itron For Advanced Metering Infrastructure (RFP 24-261). The requested is for a five (5) year contract with the option to extend for five (5) additional years with Commission approval.(Approved by Engineering Services Committee March 25, 2025)
- 15. Approve the purchase through a sole source procurement for the Procore (web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of \$46,955.52 for this service annual usage. / AE
- 16. Motion to approve proposal from HDR, Inc to provide additional engineering services to fulfill the requirements of the EPA Lead and Copper Rule Revision Water Service Line Inventory (PO 24AUA124) (Approved by Engineering Services Committee March 25, 2025)

- 17. Motion to approve the purchase through a sole source procurement for the Opticom Miovision Emergency Preemption System for the TIA Intelligent Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and execute the contract. AE (Approved by Engineering Services Committee March 25, 2025)
- **18.** Motion to **determine** that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).(**Approved by Engineering Services Committee March 25, 2025**)
- **19.** Motion to **determine** that portion of Dogwood Terrace Apartments ,approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).(**Approved by Engineering Services Committee March 25, 2025**)

# **FINANCE**

- 20. Motion to approve recommendation to approve a 3-year contract with Georgia Administrative Services, to provide Third Party Administrative Services for Workers Compensation in the amount of \$273,000, effective June 1, 2025. (RFP 25-123) (Approved by Finance Committee March 27, 2025)
- 21. Motion to approve the 2025 Budget Amendment for Personnel in the amount of \$50,000.00. This item was approved by the Augusta Aviation Commission on February 27, 2025. (Approved by Finance Committee March 25, 2025)

## PUBLIC SAFETY

**22.** Motion to **approve** the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.

## **APPOINTMENT(S)**

**23.** Motion to **approve** the appointment of **Ms. Kay Roland** to the Augusta Aviation Commission representing District 9.

## PETITIONS AND COMMUNICATIONS

**24.** Motion to **approve** the minutes of the March 18, 2025 Commission Meeting.

### \*\*\*\*END CONSENT AGENDA\*\*\*\* AUGUSTA COMMISSION

### AUGUSTA COMMISSION REGULAR AGENDA

(Items 25-28)

### ADMINISTRATIVE SERVICES

25. Discuss job postings and reclassifications to the next commission agenda. (Requested by Commissioner Jordan Johnson)

### **FINANCE**

**26.** Motion to **approve** the tentative schedule for SPLOST 9 and authorize the Mayor to call a meeting with Hephzibah and Blythe to discuss the inter-governmental agreement for distribution of SPLOST 9 proceeds. (**Requested by Administration**)

### APPOINTMENT(S)

27. Motion to reappoint Ms. Lekendrea Frazier to the Board of Tax Accessors to a four-year term. (Requested by Commissioner Tony Lewis)

### **LEGAL MEETING**

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



April 1, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Kathy Randolph and Kerry Bridges regarding Energy Efficiency Big Check Presentation.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

### AGENDA ITEM REQUEST FORM

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

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

X	Commission	
	Public Safety Committee	
	Public Services Committee	
	Administrative Services Committee	
	Engineering Services Committee	
	Finance Committee	

Date of Meeting	41,125
Date of Meeting	

### Contact Information for Individual/Presenter Making the Request:

Name: Kathy Randolph / Kerry Bridges
Address: 4220 Brans och Bo
Telephone Number: 106-215-7427
Fax Number: NICA
E-Mail Address: Kmrandol @ Southern co.com

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

Georgia Power Energy Efficiency Big Check Presentation
Georgia Power Energy Efficiency Big Check Presentation Partnership with Augusta Richmind County / Georgia tower of
, Mane,
Derry Bridges - Georgia Power - Region Executive will be making
the presentation Please send this request form to the following address:
Please send this request form to the following address:

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

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

535 Telfair Street Augusta, GA 30901

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



April 1, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	<b>Mr. Moses Todd</b> discuss wastewater treatment contract automatic renewal with ESG.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A



April 1, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Melvin Kelly to discuss youth activities/homelessness.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A

### AGENDA ITEM REQUEST FORM

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

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

Date of Meeting April 1 2025
Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: MELVIN L. KELLY
Address: 2014 Ohive RD
Telephone Number:
Fax Number:
E-Mail Address: MELVIN KELLY 234 @ YANGO, COM

HOMELNESS

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

Please send this request form to the following address:

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

ACTIVITIES

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

535 Telfair Street Augusta, GA 30901

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



April 1, 2025

Masters 2025 Van Rentals

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve</b> Masters 2025 Van Rentals FOR Augusta Regional Airport. ( <b>Approved by the Augusta Aviation Commission March 20</b> , 2025) ( <b>Requested by Commissioner Don Clark</b> ) ( <b>Approved by Public</b> <b>Services Committee March 25</b> , 2025)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A



# **Public Services Committee Meeting**

March 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	<b>A.N. 25-15 – Existing Location, New Ownership: Retail Package Beer and Wine, Innaiah Yenumula</b> applicant for <b>Shoppers Stop</b> , 1649 Olive Road, District 1, Super District 9
Background:	Existing Business Name – Zidan Grocery LLC
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A

### Augusta-Richmond County 1815 Marvin Griffin Road Augusta, GA 30906

# ALCOHOL BEVERAGE APPLICATION

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2. Business	Address 16	49 Olive Rd	0.00			
3. City Au	qusta			State CA		20004
4. Business	Phone (706)	733-4155		Home Dhone		ip <u>30904</u>
5. Applican	t Name and Add	ress: Inno	nich )	Tome Flione		<u>u</u>
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8. Business	Location: Map	& Parcel			7	oning
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Addr	/State/Zip	5320 Shiloh	Woo	ds Dr		and the second
13. Ownership	State/Zip	Cumming, G	A. 30	040	1	
14. Corporate 1	Type: (x) Corp Name:	poration (	( ) Pa	rtnership	() Inc	lividual
List name a	and other require	ed information	for eac	ch person hav	ing interes	st in this busines
		Lange	1			
Name	Position	SSNO #	Add	dress	1	atomost
Name	Position Member-Owner			dress 0 Shiloh Wood		nterest
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Name Innaiah Yenumula 5. What type o ( ) Restaur ( ) Packag License Informatic	Member-Owner of business will y rant () re Store ()	you operate in t b Lounge Other:	this loc (x	0 Shiloh Wood nming, GA. 30 sation? ) Convenien Wine	ls Dr. 040	100
Name Innaiah Yenumula 5. What type o () Restaur () Packag License Informatio Retail Package De	Member-Owner	you operate in t b Lounge Other:	532 Cun this loc (x	0 Shiloh Wood nming, GA. 30 eation? ) Convenien	ls Dr. 040 ce Store	100
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 Have you ever applied for an Alcohol Beverage License before: <u>No</u> If so, give year of application and its disposition: \_\_\_\_\_

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes () No If so, please initial.

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



- 19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (x) No If yes, give full details: \_\_\_\_\_
- 20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (x) No

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

- 21. List owner or owners of building and property. Walia Properites LLC - Gurpreet Walla
- List the name and other required information for each person, firm or corporation having any interest in the business. Innaiah Yenumula 100%
- 23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
   A.) Church \_\_\_\_\_\_ C.) School
- B.) Library \_\_\_\_\_\_\_
  D.) Public Recreation \_\_\_\_\_\_
  State of Georgia, Augusta-Richmond County, I, \_\_\_\_\_\_
  Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.



25. I hereby certify that <u>Innaiah Yenumula</u> is personally known to that he/she signed his/her name to the foregoing application stating to me that he/she and understood all statements and answers made herein, and, under oath a dministered by me, has sworn that said statements and answers are true. This <u>24</u> day of <u>January</u>, in the year <u>2025</u>.

### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	1.1.1.1.1.1		
Fire Inspector		1.1.1.1.1.1	

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ (Approved, Disapproved) the forgoing application.

Administrator

Item 2.



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

Case Number:	A.N. 25-15
Application Type:	Retail Package Beer & Wine– Existing Location / New ownership (Gasoline Station with Convenient Store)
Business Name:	Stoppers Stop
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant:	Innaiah Yenumula
Property Owner:	Walia Properties LLC
Address of Property:	1649 Olive Road
Tax Parcel #:	058-3-087-01-0
<b>Commission Districts</b> 9	: District 1, Super District



### ANALYSIS:

Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00.

### **RECOMMENDATION:**

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

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

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



# **Public Services Committee Meeting**

March 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-16 – New Location: Consumption on Premises Beer, Wine & Sunday Sales. Robert Shawn Moseley applicant for Emil's LLC, located at 902 Broad Street. District 1, Super District 9
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$2,495.00
Alternatives:	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A

### Augusta-Richmond County 1815 Marvin Griffin Road Augusta, GA 30906

### **ALCOHOL BEVERAGE APPLICATION**

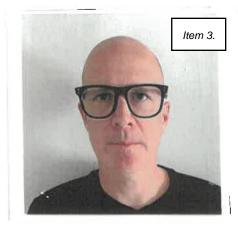
Alcoho	ol Number		Year	Alcoho	l Account	Number	
1.	Name of Busir	ness Emil's LLC	:				
2.	Business Addr						
3.	City Augusta			State	GA	Zip 30	0901
4.	Business Phon	e (706 )503 79	912		Phone (		
5.	Applicant Nan			hawn Moseley	·	)	
	- II			es Brown Blvd			
				, GA 30901			
6.	Applicant Soc	ial Security #			D.	O.B.	
7.	If Application NA		ist previous	Applicant:			a
8.	Business Loca	ation: Map &	Parcel 037-3-	145-00-0		Zonin	g B-2
9.	Location Man		rt Shawn Mose				B
		- · · ·	e Moseley				
11. 12.	Mailing Addr	OWN if applicable): ress:				-	4
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14.		ame: <u>Emil's Ll</u>		n for each n	erson havir	na interest i	n this business.
	LASt Hume an	a outer require		n tor each p		ig interest i	n uns ousmess.
Nan	ne	Position	SSNO #	Addres	SS	Inte	erest
Rober	rt Shawn Moseley	Co-owner				50%	
Emilie	e Moseley	Co-owner				50%	
15.	What type of X) Restaura () Package		you operate ) Lounge ) Other:		ion? Convenien	ce Store	
Lie	ense Informatio	ND	Timor	Room	Wine	Demos	Sunday Cala
	ail Package Dea		Liquor	Beer	wine /	Dance	Sunday Sales
	WALL I WAILUNEY L/V	MAN AND A					

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		1			1
Consumption on Premises		$\checkmark$	V		V
Wholesale					

- 16.
   Have you ever applied for an Alcohol Beverage License before: No

   If so, give year of application and its disposition: NA
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (Yes () No If so, please initial.

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



- 19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes No If yes, give full details:
- 20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (No

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

- 21. List owner or owners of building and property. Electric Park Holdings LLC
- 22. List the name and other required information for each person, firm or corporation having any interest in the business. Shawn Moseley 50%

Emilie Moseley 50%

- 23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
  - A.) Church <u>.2 mi</u>

- C.) School .3mi
- B.) Library <u>.2 mi</u> State of Georgia Augusta-Richmond
- D.) Public Recreation 1573 ft
- 24. State of Georgia, Augusta-Richmond County, I, Robert Shawn Moseley Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

# Applicant Signature

25. I hereby certify that <u>Robert Shawn Moseley</u> is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true. This <u>27</u><sup>th</sup> day of <u>(Arnually</u>, in the year <u>2025</u>.

**Notary Public** 

### FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation	11		
Alcohol Inspector			-
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, (Approved, Disapproved) the forgoing application.

Administrator



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

Case Number:	A.N. 25-16
Application Type:	Consumption on Premises Beer, Wine, and Sunday Sales – New Location (Full-Service Restaurant)
Business Name:	Emil's LLC
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

<b>Applicant:</b> Moseley	Robert Shawn	
Property Owner:	Electric Park Holdings,	
LLC	notangs,	
Address of Property:	902 Broad Street	
Tax Parcel #:	037-3145-00-0	
Commission Districts	: District 1, Super	
District 9	Super	

### ANALYSIS:

Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

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

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$2,495.00

### **RECOMMENDATION:**

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

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

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



April 1, 2025

25-17

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve A.N.25-17</b> – New Ownership: Consumption on remises Bear, Wine, & Sunday Sales, Manish Kumar N. Patel applicant for Homesuites by Hilton Augusta ( <b>Approved by Public Services Committee</b> <b>March 25, 2025</b> )
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A

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**Public Services Committee Meeting** 

March 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-17 – New Ownership: Consumption on Premises Beer, Wine & Sunday Sales. Manish Kumar N. Patel applicant for Homewood Suites by Hilton Augusta, located at 1049 Stevens Creek Road. District 7, Super District 10
Background:	Existing Business Name – Crestline Hotels & Resorts. LLC
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$2660.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	
REVIEWED AND APPROVED BY:	N/A

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

Case Number:	A.N. 25-17
Application Type:	Consumption on Premises Beer, Wine, and Sunday Sales – New Ownership (Hotel)
Business Name:	Homewood Suites by Hilton Augusta
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant:	Manish Kumar N. Patel	
Property Owner:	HIT Portfolio II Owner LLC	
Address of Property:	1049 Stevens Creek Rd	The second se
Tax Parcel #:	012-0-478-00-	
Commission District	s: District 7, Super District 10	And and a second

### ANALYSIS:

Location Restrictions:

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

#### ADDITIONAL CONSIDERATIONS:

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



# ing an Alcimond Councy Manning & Development Department 1803 Mai vin Criffin Road Auguste 371, 30905

### ALCOHOL BEYERA DE APPLICATION

Alcohol	Number	Year	Alcohol Accour	nt Number	
2. : 2. :	City Auguster	Homewood	Creek Poad State GA	Hilton	Augusta 0907
	Business Mon (706		Home Phone (		20.11
	Applicant Name and	906 AL	WEBER	(T 81101	Naginbhri Yahoo Com
6.	Applicant Social Sec			0.0.B. 087	18/ 1973
7.	If Application is a tra	nsfer, list previous Ap	plicant:		
	CRESTLINE	HOTELS & R	ESORTS, L	LC	
8.	Business Location: N	lap & Parcel		_Zoning	
9.	Location Manager(s)		•		

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? 15. (Yes() No

### **OWNERSHIP INFORMATION**

- Corporation (if applicable): Date Chartered: 12/5/2024 11.
- Mailing Address: 12.

Name of Business Attention	1049 Steveny Creeked LLC
Address	1049 Stevens Creek Rd
City/State/Zip	AUGUNTA GA 30907
Ownershin Type: (A) Corn	oration () Partnership () Individual

- 13. Ownership Type: (🖍) Corporation 14.
  - Corporate Name: 1049 Stevens Creek Road ILC. List name and other required information for each person having interest in this business.

Position	SSNO#	Address	Interest
Co-owner		GOGGEBER CT HLMOS	23%
		316 Cannek PL Szann	18%0
		116 File Lake Prihler	187-
	Position Co-cwrer Co-cwrer Co-cwrel	Co-cwnor Co-cwnor	Co-owner Job Cannek PL 970M" No-ownel 316 Cannek PL 970M"

What type of business will you operate in this location? 15.

- () Restaurant Full () Lounge ( ) Restaurant - Limited ( ) Package Store
- ( ) Convenience Store
- () Hybrid
- (X) Other: Hotel AND Motels
- Sunday Sales Liquor Wine Dance License Information Deer Retail Package Dealer 0 N Consumption on Premises ~

18. Attach a passport-size photograft (front view) taken within two yeses Write name on back of the dealer submitting the license application.

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- 19. Has any liquor triciners in which you hold, or have held, any financial interest, or are employed, or have been employed ever been cited for any violation of the rules and regulations of Augusta= Richmor County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes () No If yes, give full details:
- 20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (y) No

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

- List owner or owners of building and property. 1049 Stewars Clerk Road 12C 21.
- List the name and other required information for each person, firm or corporation 22. having any interest in the business.

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

 B) Library
 D) Public Recreation

24. State of Georgia, Augesta-Richmond County, I, Do solemnly sear, .ubject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

hours policant Signature

I hereby certify that Manish Patel is personally known to be, 25. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and enswers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true This 12 Gay of +eb , in the year

	FOR	OFFICE	USEC	NLY	T. TO BLID
Department	Approve	Deny	V	Comments	MD W 31 2
Recommendation	1. 1	國家認知的評	F NESTER		COUNTY N

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

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

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

- Previous Revocation of License If the applicant is a person whose license issue dunder the police
  powers of any governing authority has been previously suspended, or revoked, or who has previously
  had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes.
- Congregation of Minors Any circumstances which may cause minors to congregate in the vicinity
  of the proposed location, even if the location meets the distance requirements under Section 6-264(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention have
  occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring
  within the preceding twelve (12) months, which was based on the qualifications of the proposed
  location.

FINANCIAL IMPACT: The applicant will pay a fee of \$2660.00

#### **RECOMMENDATION:**

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

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

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



April 1, 2025

25-18

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve A.N. 25-18</b> – New Location: Consumption on Premises Bear & Wine with Sunday Sales, Lawrence McDaniels applicant for MSW&W Cooperative LLC, doing business as Trellis Coffee Bar located at 1902 Walton Way, District, Super District.10 ( <b>Approved by Public Safety</b> <b>Committee March 25, 2025</b> )
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A

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# **Public Services Committee Meeting**

March 25, 2025

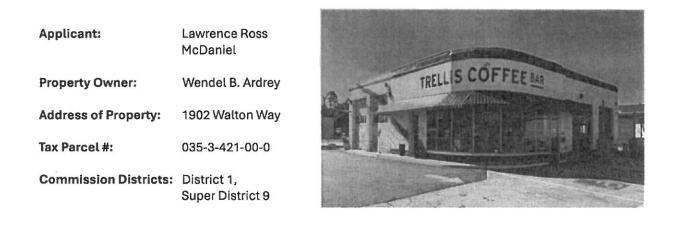
Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-18 – New Location: Consumption on Premises Beer & Wine with Sunday Sales. Lawrence McDaniels applicant for MSW&W Cooperative LLC, doing business as Trellis Coffee Bar located at 1902 Walton Way. District 1, Super District 9
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$2,575.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	
REVIEWED AND APPROVED BY:	N/A



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

Case Number:	A.N. 25-18
Application Type:	Consumption on Premises Beer, Wine with Sunday Sales – New Location
Business Name:	Trellis Coffee Bar
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department



### **ANALYSIS:**

Location Restrictions:

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

#### ADDITIONAL CONSIDERATIONS:

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

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

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

- Previous Revocation of License If the applicant is a person whose license issue dunder the police
  powers of any governing authority has been previously suspended, or revoked, or who has previously
  had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes.
- Congregation of Minors Any circumstances which may cause minors to congregate in the vicinity
  of the proposed location, even if the location meets the distance requirements under Section 6-264(b) herein.
- **Prior Incidents** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$2,575.00

### **RECOMMENDATION:**

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

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

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

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<ol> <li>Is Applicant at (V) Yes( ) I</li> <li>Corporation (i</li> <li>Mailing Addression Addression City/S</li> <li>Ownership Ty</li> <li>Corporate Nan List name and</li> <li>Name</li> </ol>	n American Citi No OWNER f applicable): D ess: of Business tion state/Zip /pe: ( ) Corpora me: MSLIGE l other required i Position RAKIMER	zen or Alien lawfu RSHIP INFOR Date Chartered: <u>MSWLW Cooper</u> <u>ROSS MCDANTER</u> <u>1907 WALTON I</u> <u>AUGUSTA, GA</u> ation (V) Pai <u>Cooperator VG L</u> information for eac <u>SSNO#</u> 225 59 0071	Ily admitted for permanent MATION 9/8/2022 RATIVE LLC L NA-/ 30904 rtnership () Ind LC Address 714 GARY St August, GA	ividual in this business 3704 10 0704 39 0704 29

What type of business will you operate in this location? 15.

() Restaurant - Fuil ()Lounge

( ) Convenienco Ctore ) Hybrid 12

( Restaurant - Limited	(	)	Pacitage Sto.
( ) Other:			

License Information Liquor Beer Wine Dance Sunday Sales Retail Package Dealer Consumption on Premises V  $\checkmark$ Wholesale

Total License Fec: \$

Prorated Licease Fee: (After July 1 ONLT) \$

Have you ever applied for an Alcohol Beverage License before: <u>VES</u> If so, give year of application and its disposition: <u>2023</u>, <u>INCOMPLETE</u> 16.

Item 5.

19. Has any liquor business in which yes note or have held, any finant/wal interest are employed, or have been employed, over been eited for any violation of the rules and regulations of Angusta=-Richmond Conset or he State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes ( ) No If yes, give full details:

Have you over been arrested, or held by ederal, State, or other law-enforcement 20. authorities, for any violation of any Federar, state, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other clauges must be included, even if they are dismissed. () Yes (V Dia 2 If yes, give reason charged or heid, gate and place where charged and its disposition ... 21. List owner of corners of building and property. BRIETT HERDERY List the name and other required information for each person, firm or corporation 22. navior: any interest in the business. A Sur Markenson State Construction State and a 1 and in family series 23. If a new application, attach a surveyor's plat and size the draight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are cold. A) Church 1056 \_\_\_\_\_C) School B) Library 5,280 D) Public Recreation 3,696 State of Georgia, Augusta-Richmond County, J. L. Ross McDaNER 24. Do soleianly scar, subject to the penalties of faise swearing, that the statements and enswers made by me as the applicant in the fergoing alcoholic beverage application are true. Supplicant Signature thereby certify that L, Ross MeDANTEL is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew thereby certify that and understood all statements and answers made herein, and, ander oath actually ministered by me, has sworn that said statements and answers are true. is lot day of Pebman in the year mas ary Public FOR OFFICE USE ONLY Departmeni Deny Comments Approve Recommendation Alcohol Inspector Sheriff Fire Inspector

The Board of Commissioners on the \_\_\_\_\_\_ day day \_\_\_\_\_\_, in the year \_\_\_\_\_\_, (Approved, Disapproved) the forgoing application



April 1, 2025

25-19

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve A.N. 25-19-</b> Existing Location: Adding Retail Package for Wine, Henry Schafer applicant for ILBI (Approved by Public Services Committee March 25, 2025) ( <b>Approved by Public Services Committee March 25, 2025</b> )
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A

G E O R G I a I A

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# **Public Services Committee Meeting**

March 25, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-19 – Existing Location: Adding Retail Package for Wine. Henry Schafer applicant for ILBI, LLC doing business as Abel Brown, located at 491 Highland Avenue. District 7, Super District 10
Background:	Existing Location currently selling liquor and beer
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$665.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A

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

Case Number:	A.N. 25-19
Application Type:	Adding Retail Package Wine – Existing Location
<b>Business Name:</b>	Abel Brown
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant:	Henry Todd Shafer
Property Owner:	Springdale Partnership, LLC
Address of Property:	491 Highland Avenue
Tax Parcel #:	025-4-132-00-0
Commission Districts:	District 7, Super District 10



#### ANALYSIS:

Location Restrictions:

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

#### **ADDITIONAL CONSIDERATIONS:**

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

- Item 6.
- Location The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- Number of Licenses in a Trading Area The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

- Previous Revocation of License If the applicant is a person whose license issue dunder the police
  powers of any governing authority has been previously suspended, or revoked, or who has previously
  had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes.
- Congregation of Minors Any circumstances which may cause minors to congregate in the vicinity
  of the proposed location, even if the location meets the distance requirements under Section 6-264(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention have
  occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring
  within the preceding twelve (12) months, which was based on the qualifications of the proposed
  location.

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

# **RECOMMENDATION:**

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

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

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

Item 6.

#/				
	ALCOHOL I	BEVERAGE A	PPLICATION	Item 6.
Alcoho	l Number	Year <u>2025</u> A	Icohol Account Number	BZ0140001494
1. 2. 3. 4. 5.	Name of Business Business Address City AUGUST7 Business Phone (706)7 Applicant Name and Address	38 6491 Hor - Henr - 126 C	D AVE $CA Zip BO$ $ne Phone (706) 4/4 6$ $Y Todd Scholer $ $Vestwood Dr. Aven$	909 49/ sta,6430909 m 249452.001
6. 7.	Applicant Social Security #_ If Application is a transfer, list		2_D.O.B.	n augusta. co/,
8. 9.	Business Location: Map & Pa Location Manager(s)	arcel <u>033-2-</u> Henry To	047-00-0Zoning dd Schaffer	<u> </u>
10.	Is Applicant an American Cir (X) Yes( ) No	tizen or Alien lawfu	lly admitted for permanent re	sidency?
11. 12.	OWNE Corporation (if applicable): Mailing Address: Name of Business Attention Address City/State/Zip	Henry Vai Vie	NOV. L. 2019 Tood Schater	4
13. 14.	Ownership Type: ( Corpo Corporate Name:	BILLC	rtnership () Individu ch person having interest in th	
Nam Tet	F MORAS PARTNA	SSNO#	Address 8 1Alar trail 12. Augusta 543029	Interest IS 78
15.	What type of business will y (*) Restaurant - Full ( ( ) Restaurant - Limited (	) Lounge	ocation? ( ) Convenience Store ( ) Hybrid	

( ) Other: DETAIL & CATERIALG

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	DB 1731/2	PBIBIN	X		
Consumption on Premises	1 2400				
Wholesale					

Total License Fee: \$\_\_\_\_\_ Prorated License Fee: (After July 1 ONLY) \$\_\_\_\_



Item 6.

- Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta=-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (> No
   If yes, give full details:
- 20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (No If yes, give reason charged or held, date and place where charged and its disposition.
- 21. List owner or owners of building and property.
- 22. List the name and other required information for each person, firm or corporation having any interest in the business.
- If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where aicohol beverages are sold.
   A) Church \_\_\_\_\_\_ C) School
  - B) Library \_\_\_\_\_ D) Public Recreation
- 24. State of Georgia, Augusta-Richmond County, I, <u>Henry Todd Schafe</u> Do solemnly sear, subject to the penalties of false swearing; that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
  - applicant Signature
- 25. I hereby certify that <u>Henry load Schafel</u> is personally known to be, That he/she signed his/her/name to the forgoing allocation stating to me that he she knew and understood all statements and answers made herein, and, inder unite stating by administered by me, has sworn that said statements and answers are the This <u>3/4</u> day of <u>January</u>, in the year **10** JULY

Notary Public

	FOR	OFFICE US	EONLY	HAY PUB
Department Recommendation	Approve	Deny	Comments	
Alcohol Inspector	avaches	4		
Sheriff	Stol	2		
Fire Inspector				

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, (Approved, Disapproved) the forgoing application

41

lcoho	ol Number	<u> </u>		iconol Accou	int Number	
	Name of Euriness	MSW&W CO	OPERATEUR	uc (	DBA TROLL	K COFFEE BAR)
	Business Address	1902 WALTON	WAY			
	Name of Euriness Business Address City Auous TA		State	GA	Zip	30904
	Business Phone ( 700	916 10	45 Hor	ne Phone (		
	Applicant Name and				MCDANSEL	
		2	Bil Russ	en sr		
			AUGUST	4, GA 30	5984	
5.	Applicant Social Co.	Ema	il adurosti,	Rosser	CUSCOFFE	EBAR, Com
5. 7.	Applicant Social Sec If Application is a tr		n Aralian		D.O.B	
•	in Application is a m	ansier, inst provide	is Applica	1		
3.	Business Location: 1	Van & Parcel 103	5-3-011	-00 -00	Zoning	63
).	Location Manager(s					
•	Sources interaction	JESS GANG	1141t			
			- TAKI	1.1		and a second
10.	Is Applicant an Ame	erican Citizen or A	lien lawfu	lly admitted	for permane	nt residency?
	$(\mathbf{V})$ Yes $()$ No					
		<b>DWNERSHIP</b>				
11.	Corporation (if appl	icable): Date Cha	rtered:	9/8/202:	2	
12.	Mailing Address:					
	Name of Bu	isiness <u>MSW</u>	Lh) (anth	DATTIE / (	Ĺ	
	Attention	Ross	MEDANCE	L		
	Attention Address	1907	WALTON L	L NAN/		
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IA. INAN JACHA JACHA JOSH LAWR 15.	Attention Address City/State/Z Ownership Type: ( Corporate Name: List name and other List name and other Description [AR RANDAL Skelley [AR RANDAL Skelley [AR RANDAL Skelley [AR RANDAL Skelley [AR ENCE Rass M.]ANTE: CO What type of busine () Restaurant - Li () Other: use Information	Ress 1907	MeDANTEN WALTON I TA, GA (V) Par VATTVG L tion for eac NO#	Address 714 GARYS 714 GARYS 714 GARYS 714 GARYS 714 GARYS 714 GARYS 714 GARYS 710 MeMeu 811 Russeu	() Ind ving interest is St Augusta, 61 Augusta, 64 Augusta, 64 St Augusta, 64 St Augusta, 64 St Augusta, 64	lividual in this business <u>Interes</u> 3904 10 3004 <b>33</b> 642 64 <b>33</b> 99704 33
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Prorated License Fee: (After July 1 ONLL') S

16. Have you ever applied for an Alcohol Beverage License before: <u>YES</u> If so, give year of application and its disposition: <u>2023</u>, <u>INCOMPLETE</u> Item 6.

19.	Has any liquor business in which you only or have held, any financial interest, and employed, or have been employed, ever been eited for any violation of the rules and regulations of Angusta=-Richmond Courses are be State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes ( ) No If yes, give full details:
	5

Have you over been arrested, or held by rederal, State, or other law-enforcement 20. authorities, for any violation of any Federal, state, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other clarges must be included, even if they are dismissed. () Yes (V ho

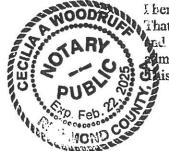
If yes, give reason charged or heid, date and place where charged and its disposition.

21. List owner of curners of building and property.

# BRIET HEDDER

- List the name and other required information for each person, firm or corporation 22. navior; any interest in the business.
- 23. If a new application, attach a surveyor's plat and state the draight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
  - A) Church 11056 \_\_\_\_\_ C) School <u>2,286</u> \_\_\_\_\_ D) Public Recreation <u>3,696</u> B) Library 5,280
- State of Georgia, Augusta-Richmond County, J. L. Ross McDante 24. Do solemnly scar, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the fc. going alcoholic beverage application are true.

Gapticant Signature



I bereby conif, that L. Ross Mel) ANTEL is personally known to be, That he/she signed his/her hame to the forgoing allocation stating to me that he/she knew and understood air statements and answers made herein, and, under oath actually ministered by me, has sworn that said statements and answers are true.

is 12 day of Pebman , in the year ma

# FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	avach	'A	
Sheriff	6	14	
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day .\_\_\_\_ \_, in the year (Approved, Disapproved) the forgoing application



# **Public Services Committee Meeting**

March 25, 2025

Massage Operator's License Application

Department:	Planning and Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A request by <b>Edward K. Knight</b> for <b>Massage Operator's License</b> to be used in connection with <b>Wright Bodywork &amp; Wellness Inc.</b> located at 807 Shartom Drive, Augusta GA 30907. District 7, Super District 10.
Background:	New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
Alternatives:	N/A
<b>Recommendation:</b>	Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements.
	Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.
Funds are available in the following accounts:	N/A

the following accounts:

**<u>REVIEWED AND</u>** N/A <u>APPROVED BY:</u>

e .						[	ltem 7.
		PERSONNEL STA 1803 MARVIN GRI AUGUSTA, GA	FFIN RO	T AD			
1) Full	Name of Applicant: _	Edward K, V	Night				
2) Hon	ne Address:	20 Brighton C	inde	August	ta i	67A 30906	
		3170 ss#:					
High	n School Diploma: Ye	s No or GED:	Yes	No			
,		which personnel statement is					
	Wright B	odynork = v	Jelne	ss Inc	•		
5) Busi	iness Address: 51	7 shartom	Drive	Augu	sta,	Gra 3090	7 (80'
	ness Telephone:		70	4			C
7) Posi	tion of Applicant in Bu	isiness: Ower/Le	ad Ther	tecop			
8) Othe nick	er names used by application names	cant: maiden name, names us	ed in forme	r marriages, al	ias, stag	e name and/or	
9) Place	e of Birth:	usta, Gra		U.S. (	Citizen (	(yes () no	
💥 Natu	ralized:	Date, Place					
N	fication No:						
10) Mar	tial Status: (Married	d ( ) Divorced ( ) Separa	ted ()W	idowed ( ) S	ingle		
11) If m	arried, divorced, or wi	dowed, complete the information	tion request	ed below.			
Full r	name of spouse:	cole Grippon-M	hightss#				
12) Appl	licants: Height: 5	Weight:	U	Ag	ge:		
Color	Hair: Brou	Color I	Eyes:	Brow	n		
		e most recent experience firs				SPE docu	men
From	То	Occupation and Description of	Salaries	Employees	State	Reason for Leaving	achec
Month Yea	r Month Year	Massage Therapist	Received	1	Ga		
		The starte there is			Una		
					<u> </u>		

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# ltem 7.

# 14) List in reverse chronological order all of your residence for the past ten years.

From	Street	City	State
Month Year	2020 Brighten circle	Auguesta	GA
	1002 Jefferson st	Augusta	GA

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years

ears Aucusta. Cra known).

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition.  $\underline{MPS} = document$  attached

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

VERIFICATION County State of Georgia do solemnly swear, subject to the penalties of false swearing that the statements and inswers made by me as the applicant in the forgoing personnel statement are true. I hereby certify that Edward Wright (the above size i (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein under oath. feb day of This Publi Disapproval Sheriff Department Approval



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

Application Type:	Massage Operators License – New Location
Business Name:	Wright Bodywork & Wellness Inc.
Hearing Date:	March 25, 2025
Prepared By:	Cecilia Woodruff, Planning Services Branch Manager Planning & Development Department

Applicant:	Edward K Knight	
Property Owner:	Bailey-Field	
Investment Co. LLC		
Address of Property: Drive,	807 Shartom	27
GA 30907	Augusta,	
Tax Parcel #:	011-0-072-00-0	
Commission Districts	,	
District 10	Super	
Background:	New Location	

# ANALYSIS:

Location Restrictions:

Zoning: Professional/Office – B-2

#### LICENSE REQUIREMENTS:

Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person , employed or otherwise engaged by a massage therapy business to perform massage therapy on menders of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but

which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

#### **Qualifications for Operator's License, Section 6-4-3**

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct ad manage is affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

**FINACIAL IMPACT:** The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

# **RECOMMENDATION:**

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

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

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



# **Public Services**

Meeting Date: March 25, 2025

AO Update on Mosquito Control Funding Request

Department:	County Administrator's Office
Presenter:	Tameka Allen, County Administrator
Caption:	Update on the request for additional funding for the Mosquito Control program.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Update on the request for additional funding for the Mosquito Control program.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A



# Administrative Services Committee Meeting

Meeting Date:

 $2025-Utilities-Ford\ F150s$ 

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of six Ford F150s, at a total cost of \$277,027.44 from Akins Dodge Ford for the Utilities department.
Background:	The Utilities Construction Maintenance Division has two new locator positions that require a vehicle to perform operational duties and will be disposing a Ford Ranger, asset #F00090, for the third truck purchase. The Utilities Customer Service Division is starting the Commission approved AMI program that will add six to nine people to the division and vehicles will be required to support this program.
	Fleet Management located six trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.
Analysis:	The Procurement Department approved the purchase from Akins Dodge Ford via letter of intent to purchase the six Ford F150s.
Financial Impact:	(3) - Ford F150 SuperCab 4X4: Akins Ford Dodge - \$52,219.24/each – Utilities: Construction Maintenance – account #506-04-3410/54-22210
	(3) - Ford F150 Reg Cab 4X2: Akins Ford Dodge - \$40,123.24/each – Utilities: Customer Service – account: GMA Lease
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of six Ford F150s, at a total cost of \$277,027.44 from Akins Dodge Ford for the Utilities department.

# **<u>REVIEWED AND</u>** N/A <u>APPROVED BY:</u>



**Central Services Department** 

Ron Lampkin, Interim Director LaQuona Sanderson, Fleet Manager

Fleet Management 1568-C Broad Street Augusta GA 30904

MEMORANDUM

TO:	Darrell White, Interim Director, Procurement Director $3/7/25$
FROM:	Ron Lampkin, Interim Director, Central Services Director
DATE:	February 28, 2025
SUBJECT:	Request LOI to purchase six Ford F150s for the Utilities Department

Central Services-Fleet Management requests LOI to purchase six Ford F150s for the Augusta Richmond County Utilities Department. Fleet Management located six trucks currently available on Akins Ford Dodge vehicle lot and Akins Ford Dodge prices are lower than the state contract holder, Allan Vigil Ford.

The Utilities Construction Maintenance Division has two new locator positions that require a vehicle to perform operational duties and will be disposing a Ford Ranger, asset #F00090, for the third truck purchase. The Utilities Customer Service Division is starting the Commission approved AMI program that will add six to nine people to the division and vehicles will be required to support this program.

Akins Dodge Ford is holding the trucks until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchase.

(3) 2025 Ford F150 SuperCab 4X4: Akins Ford Dodge - \$52,219.24/each - Utilities: Construction Maintenance
(3) 2024 Ford F150 Reg Cab 4X2: Akins Ford Dodge - \$40,123.24/each - Utilities: Customer Service

Funding is available for the three trucks that will be allocated to Utilities Construction Maintenance in account #506043410/54.22210 and GMA lease will be used for the purchase of the three trucks for Utilities Customer Service Division.

Please approve the LOI in total amount of \$277,027.44 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



# **BUYER'S ORDER / INVOICE / BILL OF SALE**

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P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES							SALESPEGOOTE PRO			PROS	PECT					
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To-Reorder call 770/831-3600 APS Form 4005

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# BUYER'S ORDER / INVOICE / BILL OF SALE

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To-Reorder call 770/831-3600 APS Form 4005

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# **AKINS FORD DODGE**

2025 Ford F150 (1/2 ton) Regular Cab, 6 Cyl, 4x2, LWB	Supercab 4X\$ Base \$ 36,910.00	
	OptionsCode5.0L V8 Flex Fuel engine9953.5L V6 EcoBoost engine**99G	
Equipment included in base price 2.7L V-6 Engine		
10 Speed Automatic Transmission	Extended range fuel tank** 655	
Factory Installed A/C AM-FM Radio	Super Cab (6.5 ft. bed) X1C	
Solar Tinted Glass	4x4 Option-Regular cab F1E	
Power Steering/ABS Brakes	4X4 Option-Super&Crew Cabs X1E	
Rear view back up camera		
Vinyl 40/20/40 Bench Seat Rubber Floor Covering	Crew Cab SWB (5.5 ft bed) W1Cs Crew Cab LWB* (6.5 ft bed) W1C/Lon	
Full Size Spare/ Step bumper	*** (4x4) ONLY	9
Autolamp headlights	Limited Slip Axle XL3	
Long bed 8'	Daytime Running Lights942	
Power Windows, Locks & Mirrors Cruise control	Rear Parking Sencers	
P245/70Rx17 Tires		
Ford SYNC (Bluetooth)		
	LT265/70R17C A/T tires T7C	
	Class IV Hitch (w/o tow pkg) 53B	
Exterior Colors Interior Co	Trailer Tow Pkg53A	
Gray	Running boards (black) \$ 555.37 18B	
YZ Oxford White "		
HX Antimatter Blue "		
B3 Atlas Blue " JS Iconic Silver "	40.20.40 Clath Split Ranah	
UM Agate Black "	40-20-40 Cloth Split Bench CS	
M7 Carbonized Gray "	Rear window defroster n/a REG CAB 57Q/924	
	LED Warning Beacons	
	top brake light mounted94S	
FOB Allan Vigil Ford	Spray-in Bedliner \$ 555.37 ATK	
Delivery- see chart, \$75 minimum	Carpeted floor mats	
ALLANIAR FORD ONLY OF F	XLT Package 303a	
ALLAN VIGIL FORD GOV'T SALES 6790 Mt. Zion Blvd	S Options total \$ 1,110.74	
Morrow, GA 30260	Other vendor added equipment \$ 2,102.50	
770-968-0680 Phone	Delivery INCL	
678-364-3910 Fax		

Total	\$ 40,123.24
Contact person	
Agency	
Phone Number	

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton) Regular Cab, 6 Cyl, 4x2, LWB	Base	Price	\$ 38,993.00	
SWC #99999-SPD-ES40199373-002	Options 5.0L V8 Flex Fuel engine	Price 2,350.00		<b>Code</b> 995
Equipment included in base price: 2.7L V-6 Engine	3.5L V6 EcoBoost engine**	2,948.00		99G
10 Speed Automatic Transmission	Extended range fuel tank**	410.00		655
Factory Installed A/C AM-FM Radio	Super Cab (6.5 ft. bed)	5,735.00		X1C
Solar Tinted Glass	4x4 Option-Regular cab	5,225.00		F1E
Power Steering/ABS Brakes	4X4 Option-Super&Crew Cabs	5,525.00		X1E
Rear view back up camera Vinyl 40/20/40 Bench Seat	Crew Cab SWB (5.5 ft bed)	9 765 00		
Rubber Floor Covering	Crew Cab SWB (5.5 ft bed)	8,765.00 9,995.00		W1Cs W1C/Long
Full Size Spare/ Step bumper	*** (4x4) ONLY	0,000.00		witc/Long
Autolamp headlights	Limited Slip Axle	1,345.00		XL3
Long bed 8' Power Windows, Locks & Mirrors	Daytime Running Lights	95.00		942
Cruise control	Rear Parking Sencers		-	
P245/70Rx17 Tires Ford SYNC (Bluetooth)				
	LT265/70R17C A/T tires	562.00		T7C
	Class IV Hitch (w/o tow pkg)	495.00		53B
Exterior Colors Interior Color	Trailer Tow Pkg	1,525.00		53A
Gray	Running boards (black)	475.00	\$ 475.00	18R
YZ Oxford White "		110.00	410.00	100
HX Antimatter Blue "				
B3 Atlas Blue " JS Iconic Silver "		705.00		
UM Agate Black "	40-20-40 Cloth Split Bench	725.00		CS
M7 Carbonized Gray	Rear window defroster n/a REC	305.00		57Q/924
	LED Warning Beacons			
	top brake light mounted	950.00		945
FOB Allan Vigil Ford	Spray-in Bedliner	625.00	\$ 626.00	ATK
Delivery- see chart, \$75 minimum	Carpeted floor mats XLT Package	125.00 6,650.00		000-
ALLAN VIGIL FORD GOV'T SALES	ALT Fackage	0,050.00		303a
6790 Mt. Zion Blvd	Options total		\$ 1,101.00	
Morrow, GA 30260	Other vendor added equipment		\$ 2,102.50	
770-968-0680 Phone	Delivery		\$ 150.00	
678-364-3910 Fax				
	Total		\$ 42,346.50	
	Contact person			
	Agency			
	Phone Number			

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)	Base	Price	\$ 48,856.00	
Regular Cab, 6 Cyl, 4x2, LWB SWC #99999-SPD-ES40199373-00	Options 5.0L V8 Flex Fuel engine 3.5L V6 EcoBoost engine**	Price 2,350.00 2,948.00		Code 995
Equipment included in base price 2.7L V-6 Engine		2,340.VV		99G
10 Speed Automatic Transmission Factory Installed A/C	Extended range fuel tank**	410.00		655
AM-FM Radio	Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00	X1C
Solar Tinted Glass	4x4 Option-Regular cab	5,225.00		F1E
Power Steering/ABS Brakes Rear view back up camera	4X4 Option-Super&Crew Cabs	5,525.00	\$ 5,525.00	X1E
Vinyl 40/20/40 Bench Seat	Crew Cab SWB (5.5 ft bed)	8,765.00		W1Cs
Rubber Floor Covering	Crew Cab LWB* (6.5 ft bed)	9,995.00		W1C/Long
Full Size Spare/ Step bumper Autolamp headlights	*** (4x4) ONLY Limited Slip Axle	1,345.00	-	VIO
Long bed 8'	Daytime Running Lights	95.00	the second se	XL3 942
Power Windows, Locks & Mirrors	Rear Parking Sencers			
Cruise control P245/70Rx17 Tires Ford SYNC (Bluetooth)				
	LT265/70R17C A/T tires	562.00		T7C
	Class IV Hitch (w/o tow pkg) Trailer Tow Pkg	495.00		53B
Exterior Colors Interior Col		1,525.00		53A
Gray	Running boards (black)	475.00	\$ 475.00	18B
YZ Oxford White " HX Antimatter Blue " B3 Atlas Blue "				
JS Iconic Silver " UM Agate Black "	40-20-40 Cloth Split Bench	725.00		CS
M7 Carbonized Gray "	Rear window defroster n/a REG	305.00		57Q/924
	LED Warning Beacons top brake light mounted	950.00		94S
FOB Allan Vigil Ford	Spray-in Bedliner	625.00	\$ 626.00	ATK
Delivery- see chart, \$75 minimum	Carpeted floor mats	125.00		
ALLAN VIGIL FORD GOV'T SALES	XLT Package	6,650.00		303a
6790 Mt. Zion Blvd	Options total		\$ 12,361.00	
Morrow, GA 30260 770-968-0680 Phone	Other vendor added equipment		\$ 2,102.50	
678-364-3910 Fax	Delivery		\$ 150.00	
	Total		\$ 63,469.50	
	Contact person			
	Agency Phone Number			

#### **Invitation to Bid**

Sealed bids will be received at this office until Friday, February 7, 2025 @ 11:00 a.m. via ZOOM Meeting ID: 872 1387 6966; Passcode: 25138 for furnishing:

# Bid Item #25-138 2024/2025 5000 LB. Forklift for Augusta, GA – Central Service Department – Fleet Management Division

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to <u>procbidandcontract@augustaga.gov</u> to the office of the Procurement Department by Friday, January 24, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

DARRELL WHITE, INTERIM Procurement Director

Publish:Augusta ChronicleJanuary 2, 9, 16, 23, 2025Metro CourierJanuary 2, 2025



# Administrative Services Committee Meeting

Meeting Date: 2025 – Utilities-Construction – Bid #25-138

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one forklift, at a total cost of \$37,184 from Atlanta Forklifts for the Augusta Utilities Department. (Bid #25-138)
Background:	The Augusta Utilities Department is requesting replacement of asset #950216, a 1995 Toyota SR3 forklift. The forklift is used to move materials, and unload deliveries for the Construction and Maintenance warehouse. This machine is primarily utilized in a non-climate-controlled environment and unloads raw products (pipe, fire hydrants, manhole lids, etc.) on and off delivery trucks.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a 2024/2025 5,000 LB Forklift. Invitations to bid were sent to 14 vendors with 4 compliant bids received. Atlanta Forklifts Inc.'s bid offer meets all the requirements of the bid specifications. Chaves Brothers of Boca Raton, FL and Shea Tractor and Equipment Company. Inc. of Statesboro, GA proposals were lower than Atlanta Forklifts; however, the models proposed included an exception for drum brakes and the requested specifications stated wet disc brakes. The wet disc brakes provide a superior performance for durability and heat management, and they are rated as heavy-duty lifting and are submerged in oil for cooling that aid's in a longer lifespan.
Financial Impact:	Funding in the amount of \$37,184 is available in the following accounts:
	• 506-04-3410/54-22510
Alternatives:	(1) Approve (2) Do not approve
<b>Recommendation:</b>	Motion to approve the purchase of one forklift, at a total cost of \$37,184 from Atlanta Forklifts for the Augusta Utilities Department.
Funds are available in th following accounts:	ne 506-04-3410/54-22510
REVIEWED AND APPROVED BY:	N/A



Total Number Specifications Mailed Out: 14 Total Number Specifications Download (Demandstar): 6 Total Electronic Notifications (Demandstar): 55 Georgia Procurement Registry: 583 Pre-Bid Conference Attendees: N/A Total Packages Submitted: 7 Bid Opening: Bid Item #25-138 2024/2025 5,000 LB Forklift for Augusta, Georgia Central Services Department/Fleet Management Bid Due: Friday, February 7, 2025 @ 11:00 a.m.

Pre-Bid Conference Atte Total Packages Submitt Total Non-compliant: 4							
Vendors	Siak Enterprise LLC 901 Hampton Hill Ct. Lawrenceville, GA 30044	H & E Equipment Services 125 Cort Road Columbia, SC 29203	Central Alliance Solutions, LLC 2855 Tobacco Rd, Suite B Hephzibah, GA 30815	Technology International, Inc. 1331 S. International Pkwy, Ste 2251 Lake Mary, FL 32746	Atlanta Fork Lifts 525 Laney Walker Blvd Ext. Augusta, GA 30901	Chaves Brothers Management, LLC 300 SW 8th Street #17 Boca Raton, FL 33432	Shea Tractor and Equipment Company, Inc 9066 Highway 301 S. Statesboro, GA 30458
Attachment B	YES	INCOMPLETE/ Non-compliant	YES	YES	YES	YES	YES
Addendum 1	NO/ Non-Compliant	YES	YES	YES	YES	NO/Non-Compliant	YES
E-Verify Number	2516665	85046	2611026	NO/Non-Compliant	941084	1756965	2138968
SAVE Form	YES	YES	YES	YES	YES	YES	YES
2024/2025 FORKLIFT:			1				-
YEAR	2024	INCOMPLETE/ Non-compliant	2024/2025	2025	2024	2025	2025
MAKE	HYUNDAI	INCOMPLETE/ Non-compliant	HYUNDAI	NOBLELIFT	ΤΟΥΟΤΑ	VIPER	CHL
MODEL	25L-9A	INCOMPLETE/ Non-compliant	25L-9A	FL4P50N	50-8FGU25	FY25C	CP4D25-KULK2C
BID PRICE	\$42,611.68	\$32,913.00	\$42,288.00	\$32,785.00	\$37,184.00	\$31,998.00	\$29,750.00
Proposed Delivery Schedule	7 DAYS AFTER PO	INCOMPLETE/ Non-compliant	WITHIN 30 DAYS	20-24 WEEKS ARO	1 WEEK	90 DAYS	3-4 WEEKS
4.00 Exceptions:					-		
Exceptions:	NO	INCOMPLETE/ Non-compliant	YES	YES	NO	YES	YES 60



**Central Services Department** 

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

FEB 21 '25 AH10:00

**MEMORANDUM** 

TO:	Darrell White, Interim Director, Procurement Department
FROM:	Ron Lampkin, Interim Director, Central Services Department 2/2/25
DATE:	February 17, 2025
SUBJECT:	Recommendation for Bid #25-138 – 2024/2025 5,000 LB Forklift

Fleet Management reviewed the vendor bid proposals for bid #25-138, 5,000 LB Forklift and would like to recommend the bid to Atlanta Fork Lifts Inc. of Augusta, GA.

Atlanta Fork Lifts Inc. bid offer meets all the requirements of the bid specifications. Chaves Brothers of Boca Raton, FL and Shea Tractor and Equipment Company. Inc. of Statesboro, GA proposals were lower than Atlanta Forklifts; however, the models proposed included an exception for drum brakes and the requested specifications stated wet disc brakes.

The wet disc brakes provide a superior performance for durability and heat management. The wet disc brakes are rated as heavy-duty lifting and are submerged in oil for cooling that will have a longer lifespan. According to the department, this machine is primarily utilized in a non-climate-controlled environment and unloads raw product (pipe, fire hydrants, manhole lids, etc.) off delivery trucks which would be at the maximum weight and incurs a lot of repetitive back-and-forth stop-and-go motions.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

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Bid Opening: Bid Item #25-138 2024/2025 5,000 LB Forklift for Augusta, Georgia Central Services Department/Fleet Management Bid Due: Friday, February 7, 2025 @ 11:00 a.m.

fications Mailed Out: 14	Total Number Specifications Download (Demandstar): 6	filcations (Demandstar): 55	it Registry: 583	Attendees: N/A
<b>Total Number Specifications Malled Out: 14</b>	Total Number Specification	Total Electronic Notifications (Demandstar): 55	Georgia Procurement Registry: 583	Pre-Bid Conference Attendees: N/A

Pre-Bid Conference: Attendees: N/A Pre-Bid Conference Attendees: N/A Total Packages Submitted: 7 Total Non-compliant: 3	sees: N/A Frank						
Vendors	Siak Enterprise LLC 901 Hampton Hill Ct. Lawrenceville, GA 30044	H & E Equipment Services 125 Cort Road Columbia, SC 29203	Central Alliance Solutions, LLC 2855 Tobacco Rd, Suite B Hephzibah, GA 30815	Technology international, inc. 1331 S. International Pkwy, Ste 2251 Lake Mary, FL 32746	Adanta Fork Lifts 525 Laney Walker Blvd Ext. Augusta, GA 30901	Chaves Brothers Management, LLC 300 SW 8th Street #17 Boca Raton, FL 33432	Shea Tractor and Equipment Company, Inc. 9066 Highway 301 S. Statesboro, GA 30458
Attachment B	YES	INCOMPLETE/ Non-compliant	YES	YES	YES	YES	YES
Addendum 1	NO/ Non-Compliant	YES	YES	YES	YES	YES	YES
E-Verify Number	2516665	85046	2611026	NO/Non-Compliant	941084	1756965	2138968
SAVE Form	YES	YES	YES	YES	YES	YES	YES
2024/2025 FORKUFT:							
YEAR	2024	INCOMPLETE/ Non-compliant	2024/2025	2025	2024	2025	2025
MAKE	HYUNDAI	INCOMPLETE/ Non-compliant	HYUNDAI	NOBLELIFT	TOYOTA	VIPER	CHL
MODEL	25L-9A	INCOMPLETE/ Non-compliant	251-9A	FL4P50N	50-8FGU25	FY25C	CP4D25-KULK2C
BID PRICE	\$42,611.68	\$32,913.00	\$42,288.00	\$32,785.00	\$37,184.00	\$31,998.00	\$29,750.00
Proposed Delivery Schedule	7 DAYS AFTER PO	INCOMPLETE/ Non-compliant	WITHIN 30 DAYS	20-24 WEEKS ARO	1 WEEK	90 DAYS	3-4 WEEKS
4.00 Exceptions:							Ite
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Procurement Department

Mr. Darrell Mhite, Interim Director

MEMORANDUM

DATE:	February 12, 2025
TO	Ron Lampkin, Central Servic

TO: Ron Lampkin, Central Services Department FROM: Darrell White Durbert Interim Director, Procurement

CC: Kaycee Braswell, Fleet Management

SUBJECT: Bid Item# 25-138 2024/2025 5000LB Forklift for Augusta, Georgia-Central Services Department

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

- We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The <u>Recommendation of Award is</u> required from you prior to your Department placing this item on the <u>Muni-Agenda</u>.
- **FOLLOW-UP:** We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent information to you on **INSERT DATE**. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.
- □ No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:
  - □ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - □ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:
  - □ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - □ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
  - Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Interim Procurement Director at (706) 821-2422.

# Attachments

Suite 605 - 535 Telfair Street, Augusta Georgia 30901 (706) 821-2422 - Fax (706) 821-2811 <u>www.augustaga.gov</u> Register at <u>www.demandstar.com/supplier</u> for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia



Procurement Department

Mr. Darrell Mhite, Interim Director

# MEMORANDUM

DATE:	February 11, 2025

TO:	Ron Lampkin, Central Services Department
FROM:	Ron Lampkin, Central Services Department

CC: Kaycee Braswell, Fleet Management

SUBJECT: Bid Item# 25-138 2024/2025 5000LB Forklift for Augusta, Georgia-Central Services Department

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

- We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The <u>Recommendation of Award is</u> required from you prior to your Department placing this item on the Muni-Agenda.
- **FOLLOW-UP:** We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent information to you on **INSERT DATE**. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.
- No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:
  - Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - Cancel this item. (You are required to submit a cancellation letter to Procurement.)
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  - Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Interim Procurement Director at (706) 821-2422.

# Attachments

Suite 605 - 535 Telfair Street, Augusta Georgia 30901 (706) 821-2422 - Fax (706) 821-2811 <u>www.augustaga.cov</u> Register at <u>www.demandstar.com/supplier</u> for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

<ul> <li>Specifications Mailed Out: 14.</li> <li>Specifications Downlotsari): 55.</li> <li>Specifications Downlotsari): 55.</li> <li>Summers IVA</li> <li>e Submitted: 7</li> <li>mutant: 4.</li> <li>Bisk Enterprise LLC</li> <li>R E Equipment</li> <li>Stat Enterprise LLC</li> <li>R E Equipment</li> <li>R R R R R R R R R R R R R R R R R R R</li></ul>	Bid Opening: Bld Item #25-138 2024/2025 5,000 LB Forklift for Augusta, Georgia Central Services Department/Fleet Management Bid Due: Friday, February 7, 2025 @ 11:00 a.m.	5-138 justa, Georgia Management @ 11:00 a.m.		
Stat Enterprise LLC     H & E. Equipment     Services     Services     Services     Services     Services     Solutions, LLC       Stat Enterprise LLC     H & E. Equipment     Services     Services     Services     Services     Services       Solutions, LLC     Tase Cont Road     2855 Solutions, LLC     Tase Solutions, LLC     Non-Compliant     VES     VES       Non-Compliant     VES     Non-Compliant     VES     VES     VES       Z516665     85046     Z611026     VES     VES       VES     VES     VES     VES     VES       VES     VES     VES     VES     VES       2024     Non-compliant     Non-compliant     2024/2025       NON-Compliant     Non-compliant     VES     VES       2024     Non-compliant     Non-compliant     2024/2025       NUDAI     Non-compliant     Non-compliant     2024/2025       Non-compliant     Non-compliant     2024/2025       Non-compliant     Non-compliant     2024/2025       S42,611.68     \$32,613.00     \$42,288.00       \$42,611.68     \$32,613.00     \$42,288.00       7 DAYS AFTER PO     Non-compliant     2024/2025       7 DAYS AFTER PO     Non-compliant     842,288.00		49		
S     YES     INCOMPLETE Non-Compliant     YES     YES       Iber     2516865     85845     2611026     1       Iber     2516865     85845     2611026     1       Iber     2516865     85845     2611026     1       Iber     2024     Non-Compliant     20242025     1       Iber     2024     Non-compliant     20242055     1       Iber     25L-GA     Non-compliant     25L-GA     1       Iber     25L-GA     Non-compliant     25L-GA     2       Iber     25L-GA     Non-compliant     2     2       Iber     342,611.66     532,913.00     542,98.00     542,98.00       Iber     7     7     2     2       Iber     7     2     2     2	Technology international, Inc. 1331 S. International Pkwy, Sta 2251 Lake Mary, FL 32746	Atlanta Fork Lifts 525 Laney Walker Blvd 1 Ext. Augusta, GA 30901 Bc	Chaves Brothers Chaves Brothers Management, LLC 300 SW 8th Street #17 Boca Raton, FL, 33432	Sthea Tractor and Shea Tractor and Equipment Company, Inc. 9066 Highway 301 S. Statesboro, GA 30458
Nor-Compliant     YES     YES       ber     2516865     85046     2611026       br     2516865     85046     2611026       ht     YES     YES     YES       NULL     YES     YES     YES       NULL     2024     Non-compliant     2024/2025       NULL     2024     Non-compliant     2024/2025       NULL     2024     Non-compliant     2024/2025       NULL     2024     Non-compliant     2024/2025       NULL     2024/2025     NON-compliant     2024/2025       NULL     2024/2025     2024/2025     2024/2025       NULL     2024/2025     2024/2025     2024/2025       NULL     2024/2025     2024/2025     2024/2025       NULL     2024/2025     2024/2025     2024/2025       NULL     NON-compliant     2024/2025       NULL     25L-9A     NON-compliant     2024/2025       NULL     25L-9A     NON-compliant     2024/2025       NULL     25L-9A     NON-compliant     2024/2025       NULL     25L-9A     NON-compliant     25L-9A       NULL     342,611.68     532,513.00     542,268.00       Number     7DAYS AFTER PO     Non-compliant     NULL		YES	YES	YES
Z516665     S5046     Z611026     M       YES     YES     YES     YES     YES       YES     NCOMPLETE     2024     NOn-compliant     2024/2025       HYUNDAI     NOn-compliant     2024/2025     2024/2025       HYUNDAI     NOn-compliant     2024/2025       YES     Non-compliant     2024/2025       HYUNDAI     NOn-compliant     2024/2025       YES     Non-compliant     2024/2025       YES     YES     2024/2025       HYUNDAI     NON-compliant     2024/2025       YES     YES     2024/2025       YES     NON-compliant     YUNDAI       YES     YES     21-9A       YES     YES     21-9A       YES     YES     YONDAI       YES     YONDAI     YONDAI       YONS AFTER PO     NON-compliant     YIHIN 30 DAYS       YDAYS AFTER PO     NON-compliant     YIHIN 30 DAYS		YES	NO/Non-Compliant	YES
YES     YES     YES       2024     NOn-compliant     2024/2025       2024     Non-compliant     2024/2025       HYUNDAI     Non-compliant     2024/2025       HYUNDAI     Non-compliant     2024/2025       HYUNDAI     Non-compliant     2024/2025       HYUNDAI     Non-compliant     2024/2025       25L-9A     Non-compliant     23L-9A       YUNDAI     Non-compliant     23L-9A       YDAYS AFTER PO     \$32,913.00     \$42,288.00       YDAYS AFTER PO     NOCOMPLETEV     MITHIN 30 DAYS	NO/Non-Compliant	941084	1756965	2138968
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Z024     NCOMPLETEV     2024/2025       International     Non-compliant     2024/2025       HYUNDAI     NOn-compliant     NON-compliant       International     Non-compliant     NON-compliant       International     25L-GA     NON-compliant       International     25L-GA     NON-compliant       International     25L-GA     NON-compliant       International     25L-GA     NON-compliant       International     342,611.68     \$32,913.00       International     342,611.68     \$32,913.00       International     1 DAYS AFTER PO     NON-compliant       International     1 DAYS AFTER PO     NON-compliant				
HYUNDAI     INCOMPLETEV     HYUNDAI       HYUNDAI     Non-compliant     Non-compliant       25L-gA     Non-compliant     25L-gA       ICE     \$42,611.68     \$32,913.00       ICE     \$42,611.68     \$32,913.00       ed Delivery     7 DAYS AFTER PO     NOn-compliant       de     YDAYS AFTER PO     NON-compliant       contons     7 DAYS AFTER PO     NON-compliant		2024	2025	2025
25L-9A     INCOMPLETE     25L-9A       Non-compliant     25L-9A       \$42,611.68     \$32,913.00       \$42,611.68     \$32,913.00       Delivery     7 DAYS AFTER PO       Non-compliant     WITHIN 30 DAYS	NOBLELIFT	τογοτα	VIPEŖ	CHL
\$42,611.68     \$32,913.00     \$42,288.00       Delivery     7 DAYS AFTER PO     INCOMPLETE/     WITHIN 30 DAYS       Instant     Non-compliant     WITHIN 30 DAYS	FL4P50N	50-8FGU25	FY25C	CP4D25-KULK2C
ery 7 DAYS AFTER PO Non-compliant WITHIN 30 DAYS	\$32,785.00	\$37,184.00	\$31,998.00	\$29,750.00
	20-24 WEEKS ARO	1 WEEK	90 DAYS	3-4 WEEKS
ptions:         NO         INCOMPLETE/         YES         YES		NO	YES	YES

#### PAGE1 OF 2

# Attachment B

You Must Complete and Return the 2 pages of Attachment Bwith Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Phone: 678-410-3887

Name of Proponent: Atlanta Fork Lifts, Inc.

Street Address: 525 Laney Walker Blvd Ext

Fax

Oty, State, Zip Code: Augusta, GA 30901

Email: candrews@atlantaforklifts.com

Do You Have A Business License? Yes: X

Augusta, GA Business License # for your Company (Must Provide): 1 CB19990001822

And/ or Your State/ Local Business License # for your Company (Must Provide): 2024150200

Utility Contractors License # (Must Provide if applicable):

MUST BELISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable):

Additional Specialty License # (Must Provide If applicable): \_\_\_\_

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BiD. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, Oity & County that issued your license: Gwinnett and Richmond

No:

#### Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption; That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into

any contract or portion thereof which this Company may hereafter obtain and; That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

#### Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States ustice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/ 09/ 21

Item 10

#### Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

# Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.CGA § 13-10-91 related to any contract to which Contractor is a party that is subject to O.CGA § 13-10-91 and hereby verifies its compliance with O.CGA § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verlfy, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website: https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300\_10\_1.pdf

Federal Work Authorization User Identification Number: 5VERFY REDURED FOR ALL CONTRACTS OVER \$2,499.00

\*\* (E-Verify Number) 941084

Atlanta Fork Lifts, Inc.

Name of Contractor

AUGUSTA, GEORGIA - RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on Feb 6 20 25	in Locust Gove (Oty), GA (State).
an	CLINT ANOREWS
Signature of Authorized Officer or Agent	Printed Name and Title of Authorized Officer or Agent
	DAYOF Feb 20 25
Motary Public	B-29-24     NOFAR       My Commission Expires     NOFAR       EXPIRES     Interview
The undersigned further agrees to submit a notarized copy of Att Georgia Board of Commissions specifications which govern this pro- subcontractor(s) as requested and or required. I further unders process is violated.	achment B and any required documentation no ed EDIR of the automatic and ed EDIR of the automatic action and the undersigned agrees to Superior all required form for tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate if any parts of the tand that my submittal will be deemed non-appropriate it and the tand that my submittal will be deemed non-appropriate it and the tand that my submittal will be deemed non-appropriate it and the tand that my submittal will be deemed non-appropriate it and the tand that my submittal will be deemed non-appropriate it and tand the tand that my submittal will be deemed non-appropriate it and tand the tand that my submittal will be deemed non-appropriate it and tand the tand that my submittal will be deemed non-appropriate it and tand the tand that my submittal will be deemed non-appropriate it appropriate it approprise it appropriate it approprise it appropriate it a

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Mannaed W

Ed Item #25-138 2024/2025 5000 LB. Forklift Bid Due: Friday, February 7, 2025 @ 11:00 a.m. Page 8 of 23

**Date of Authorization** 

1/28/2016

2024/2025 5000 lb Forklift / 25-138

Name of Project / Bid Number

#### 67



# You Must Complete and Return with Your Submittal. Document Must Be Notarized

# Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit. Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

2024/2025 5000 lb Forklift / 25-138

	[Bid Project Number and Project Name]
	Clint Andrews
[Print/ Type: Name of	f natural person applying on behalf of Individual, business, corporation, partnership, or other private entityj
	Atlanta Fork Lifts, Inc.
	[Print/ Type: Name of business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

OR

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

OR

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and

Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant
Clint Andrews
Philada at Manage

**Printed Name** 

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	Feb 2025
Kashere for AS	SESEA B
Notary Public	NOTAR T
My Commission Expires: 8-29-26	GEORGIA
Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR Rev. 2/17/2016	August 29, 2026
	COUN Britem #25-138 2024/2025 5000 LB. Forklift COUN Brid Due: Friday, February 7, 2025 @ 11:00 a.m.

.**m**. Page 9 of 23

į	MN
į	Expiration Date:
i.	(For Internal Use Only)

# Local Vendor Registration Form

- (a) Augusta, Georgia encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta, Georgia also vigorously supports the advantages of an open competitive marketplace. Nothing in this Section shall be interpreted to mean that Augusta, Georgia Administrator or Procurement Director are restricted in any way from seeking formal bids or proposals from outside the Augusta market area.
- (b) The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

Please Check	Criteria (Subporagraph "e" of the AUGUSTA, GA. CODE)	
Yes No	<ol> <li>Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and</li> </ol>	
Yes_VNo	2. Holds any business license required by the Augusta, GA. CODE and	
Yes Vo	3. Employs at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia.	

(c) Nothing in this section shall be interpreted to mean that the Augusta, Georgia Administrator or Commission may dedine to follow the provisions of O.CGA. §§ 36-91-1 through 36-91-95, Public Works Contracts. O.C.G.A. § 36-91-22 requires that all Augusta, Georgia public works contracts of one-hundred thousand dollars (\$100,000) or more, as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean Augusta, Georgia Administrator or Board of Commissioners may dedine to follow the provisions of the AUGUSTA, GA. CODE requiring public advertising before letting certain contracts.

Term. The certification as a local bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a local bidder. An eligible bidder must submit a new application for certification as a local bidder to the Procurement Director and establish that it continues to meet the requirements contained in subparagraph (e) (See Criteria above) of this section in order to receive a bid preference on eligible local projects. Please review the Augusta Code in its entirety at www.augustaga.gov.

Company Name Atlanta Fork Lifts, Inc.         Address       525 Laney Walker Blvd Ext         Oty:       Augusta       Sate: GA       Zp: 30901         Phone #       678-410-3887       Fax#:       Owner's Name:       Clint Andrews         Owner's Signature       Company Name:       Clint Andrews       Company Name:       Clint Andrews	Sworn to and subscribed before me this day of, 20,5 Notary Sgnature
×	EXPIRES GEORGIA August 29, 2028 COUNTER Bid Item #25-138 2024/2025 5000 LB. Forklift Bid Due: Friday, February 7, 2025 @ 11:00 a.m.

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# SECTION ONE

# Bidder will denote check mark in block on left to indicate agreement with statement.

# 1.00 GENERAL INFORMATION

- 1.01 All equipment furnished will be subject to the approval of the Augusta Commission, Administrator, Finance Director, Reet Manager, and Director of the user Department.
- 1.02 Specification information point of contact is Mr. Darrell White, Interim Procurement Director. All questions must be submitted in writing, by fax to (706) 821-2811 or by email to <u>procbidandcontract@augustaga.gov</u> to the office of the Procurement Department **no later** than Friday, January 24, 2025 @ 5:00 p.m.
- 1.03 Bid prices must be guaranteed for a minimum of ninety (90) days unless noted in other sections.
- 1.04 Bidder is not an employee of Augusta, Georgia, a political subdivision of the State of Georgia, or it's subordinate departments.

#### 2.00 SELECTION OF SUCCESSFUL BIDDER

- 2.01 Data obtained from the actual field performance of equipment currently utilized either by various Augusta Departments or other Agencies/Departments with which Augusta exchanges information will also be considered in the selection of a successful bidder.
- [ 2.02 All warranties, expressed or implied, must be submitted in writing and will become a part of the vendor's formal bid offering.
- [V] 2.03 The evaluation of the equipment field demonstration, component warranties, and delivery schedules may be an additional determining factor in the acceptance/rejection of all equipment considered for purchase.
- 2.04 Warranties offered by equipment manufacturers for the replacement and installation of component parts may be evaluated by the user and servicing departments.
- In the event that the successful bidder's manufacturer is on strike at the time of the award of the bid, Augusta reserves the option to accept the first acceptable bid from a vendor whose manufacturer is not on strike.
- [ 2.06 The successful bidder shall guarantee that factory-warranted parts and services are available directly from the equipment manufacturer/dealer service center within 50 miles of the Augusta Reet Management located at 1568-C Broad Street Augusta, GA 30904 and have a mobile service truck that can respond within 24 hours to service request.

Name and Location of Service Center is required:

Name: Atlanta Fork Lifts, Inc.

Street Address: 525 Laney Walker Blvd Ext

City, State, Zip Code: Augusta, GA 30901

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL.

- 1.2.07 The successful bidder shall have been housed in a permanent building structure as current commercial business for a minimum of three (3) consecutive years. Total time representing bided item also must be a minimum of three (3) consecutive years unless otherwise approved by Augusta.
- 2.08 The successful bidder will ensure that Augusta has access to all current and future Technical Bulletins pertaining to the selected equipment.
- [ 2.09 Bidders are requested to acknowledge in writing receipt of any addendums to bid specifications.
- In some instances a product demonstration by the proposing vendor may be required. The vendor is expected to demonstrate an <u>exact replica</u> of the bided item at a time and location determined by Augusta and the bidding vendor. Failure to provide requested demonstration may result in loss of bid award upon determination by the city of Augusta.
- $\sqrt{2.11}$  **Past Performance**: Vendor's past performance shall be taken into consideration in the evaluation and award of this solicitation.

# 3.00 GENERAL SPECIFICATIONS AND STANDARDS

- 3.01 All bided equipment shall be either 2024/2025 model unless otherwise specified. The body, finish, and fittings shall be of a model that has not been used as a demonstrator or for any other service, and shall be factory standard in all respects not in conflict with specific requirements (Augusta reserves the right to procure units used as a demonstrator or for any other service, if in the best interest of Augusta).
- [V] 3.02 The design of the equipment must be such that it does not hamper or restrict subsequent installation and use of emergency/safety equipment. The driver's compartment width and seat-to-dash panel space requirements must be adequate to permit the safe, comfortable, and effective operation, to the satisfaction of Augusta.
- 3.03 All bidders are required to submit a <u>complete</u> copy of the manufacturer's specifications for the bided item to confirm compliance of all specification requirements in bid packet.
- [ 3.04 Equipment not capable of transporting an acceptable number of personnel comfortably (if applicable) may be disqualified. Determination as to this specification will be made by the Reet Manager and the user department.
- $\sqrt{3.05}$  All standard equipment is to appear on the equipment as listed in the manufacturer's brochure.
- 3.06 All bid pricing will be <u>submitted in even dollars</u>. Any bids submitted in both dollars and cents will automatically be lowered to the next even dollar amount.
- 3.07 In the event of erroneous or conflicting bid specifications, it will be the bidder's responsibility to notify Augusta of such discrepancies. Any equipment provided to Augusta by successful bidder which does not meet Augusta's requirements due to the above conditions and notification was not made, may be rejected at the discretion of Augusta.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

- 3.08 <u>Bidder must furnish</u> a completed Bill of Sale; Certificate of Origin and MV1 form (if required). For all title and invoice information, bidder must contact Augusta Reet Management at 706-821-2894 prior to any equipment or vehicle delivery.
- 3.09 All Georgia Department of Motor Vehicle title documentation, odometer verification, and dealer invoicing must be delivered to <u>Reet Management</u>, <u>1568-C Broad Street</u>, <u>Augusta</u>, <u>GA</u> <u>30904</u> for proper processing. Failure to submit paperwork directly to Reet Management could delay invoice payment.
- 3.10 All vehicles will be delivered to Augusta Reet management with no more than 275 miles logged on the odometer unless otherwise approved prior to delivery by the Reet Manager.
- [ 3.11 All vehicles will be delivered to Augusta Fleet Management with no less than 1/4 tank of gasoline or diesel fuel depending on bidded vehicle's requirements.
- ✓] 3.12 All equipment must have a data plate attached, listing the equipment make, model and identification number of the unit.
- [V] 3.13 Training is to be offered at no cost to Augusta. The successful bidder is required to ensure the opportunity for future placement of Augusta service personnel to attend any local training/instruction, at the dealer's place of business, for equipment maintenance and repair. Augusta shall have access to review, at no cost, all training aids at the dealership's place of business, by appointment.
- [ 3.14 Dealer must have access to information regarding all specialized tools and equipment needed for the repair of the equipment, if called for by the manufacturer, for review by Augusta service personnel.

# 4.00 SAFETY AND EMISSION STANDARDS

- [1] 4.01 Manufacturer's standard equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
- 4.02 Vehicles must comply with all current Federal Emission Standards and applicable Georgia State laws on crankcase, exhaust, and fuel emissions.

### 5.00 WARRANTY

- 5.01 Warranty to be the standard manufacturer's warranty as supplied with all equipment sold by manufacturer.
- 5.02 Warranty work will be performed at a dealership in the area in which the equipment is assigned.
- 5.03 All warranty card(s) are to be delivered to Reet Management.
- If any equipment components are substituted or changed after the bid is awarded, the manufacturer for the substitution part must warrant any component deviations with the same or better warranty initiated at the time of the bid.
- 5.05 Component change notification must be sent to Reet Management and the appropriate Augusta Department prior to component change or delivery of the equipment.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

#### 6.00 PERFORMANCE STANDARDS

- 6.01 Bidders are required to submit, at the time of the bid, a delivery schedule of the equipment based on the bidder's best knowledge of the conditions and manufacturing dates of the manufacturer. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and Augusta:
- 6.01a A delay in delivery would seriously affect the public and the operation of Augusta departments. Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by any default, act, or omission of Augusta, or by strikes, fires, acts of *God.* or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by Augusta and the successful bidder.
- 6.01b If the bidder fails to provide delivery of the unit on or before the date specified by the bidder, and none of the subjects have been addressed in the previous paragraph, Augusta has the right to either cancel the purchase order or charge a per diem penalty, after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

### 7.00 DELIVERY

- 7.01 The equipment delivered to Augusta by the successful bidder will have the dealer preparation service work normally performed by the dealer completed before delivery.
- $\sqrt{1}$  7.02 Equipment, upon delivery, will be ready for operation.
- [ 7.03 Cost of delivery must be included in the bid.
- [/] 7.04 Delivery site of the equipment will be to:

Augusta Reet Management 1568-CBroad Street Augusta, GA 30904 706-821-2894/2892

or as directed by Reet Management.

Successful bidder must contact Reet Management prior to any delivery.

[ 7.05 Delivery will be made between the hours of 8:00 AM and 3:00 FM, Monday through Friday, excluding Augusta's recognized holidays.

#### 8.00 DEALER ADVERTISEMENT

- 1. 8.01 There shall be NO PERMANENT OR TEMPORARY advertisement attached to the vehicle or equipment. It is the dealer's responsibility to remove any such advertisement prior to delivery of vehicle/equipment and to leave the vehicle/equipment in new condition.
- [ 8.02 Bidder will be required to cover all expenses in removing said advertisement.

THIS FORM MUST BERETURNED WITH YOUR SUBMITTAL

### SECTION TWO

### SPECIFICATIONSFOR TRUCK FORKLIFT, LPG POWERED, 5,000 POUND CAPACITY

#### 1.00 BIDDER INSTRUCTIONS

- 1.01 For the purpose of continuity and to simplify the review process, certain manufacturer's brands and models codes may be used for bid quoting. Use of manufacturer's brand and model in gathering bid quotations for this bid process does not eliminate other brands or models from the selection process. It is the intent of Augusta to accept bid quotes from all qualified manufacturers, and then select the best item that meets or exceeds requirements
- 1.02 Bidders will use the area in parenthesis provided at left margin, a check mark therein will be considered by Augusta as indication that bidders are meeting or exceeding that portion of the specification
- 1.03 Bidders will list the single unit price offered
- 1.04 Order quantity for this year is estimated at one (1) unit

#### 2.00 WARRANTIES

- 2.01 [ Minimum 12 months or 2,000 hours full coverage manufacturer's warranty
- 2.02 M Auxiliary Equipment bidder will provide a one year on-site warranty for all emergency equipment installed; response time will be no later than 72 hours of reported deficiency
- 2.03 [✓] Warranty Replacement bidder will provide a comparable machine, at no charge, if the purchased machine is inoperable for more than 72 hours, due to unavailability of parts or failure of workmanship by the dealer.

#### 3.00 PRICEQUOTATION

3.01 [V] Bidder will provide guaranteed pricing for the above listed item for the duration of at least ninety (90) days

#### 4.00 BIDDER'S EXCEPTIONS

4.01 Any deviations of specifications are to be noted by the bidder on the enclosed bid packet sheet titled *"Exceptions Sheet"* and the bidder will list the item number and the proposed change to the specification

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

### EQUIPMENT SPECIFICATIONS

### 5.00 FORKLIFT REQUIREMENTS

5.01  $\mathbf{N}$ Capacity - minimum 5,000 pounds at 24 inch LC Drive - front wheel drive 5.02 [X] $\mathbf{N}$ 5.03 Transmission - single speed  $M_1$ 5.04 Engine - Minimum 59HP, 2.4L engine  $\mathbf{M}$ Steering -- hydraulic powered 5.05  $\sqrt{1}$ 5.06 Brakes-wet disc  $\mathbf{N}$ Forks - Minimum 54" forks, adjustable left and right 5.07 Carriage - minimum 44 inches hook with integral side shifter 5.08 M M Load backrest extension - approximately 39 inches high 5.09 5.10  $\mathbf{N}$ Tires - pneumatic solid cushion, indoor/outdoor type Drive - approximately 7.00-12-12PR inches Steer - approximately 6.00-9-10PRinches

### 6.00 SPECIALTYITEMS

- 6.01 V ] Reverse alarm required
- 6.02 [V] Amber LED flashing light key switch operated, top mounted
- 6.03 V ] Keys-unit will be provided with three (3) keys
- 6.04 [/] Manuals two each operators manuals and one each parts and service manuals

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

# BIDDER OFFER

2024/ 2	025 5000 LB	<b>Forklift</b>	
YEAR	2024	MAKE Toyota	MODEL: 50-8FGU25
PRICE _		\$37,184. (ALL Pricing shall include	
		(ALL Pricing shall include	e installation/ delivery)
APPROXIN	I ATE DELIVERY 1	IME <u>1 week - Currenti</u>	IN STOCK
BID SUBM	ITTED BY:		
	int Andrews		
COMPAN	Atlanta Fork Li	ifts, Inc.	
ADDRESS:	595 Laney Wa	lker Blvd. Ext	
aty/stat	E Augusta, GA	30901	
TELEPHON	IE 678-410-388	7	
FAX:	Λ.	. 1	candrews@atlantaforklifts.com
SIGNATUR		* Men	
By signing 1	his document, the	e bidder is stating that he is	s, or she is not an employee of Augusta, Georgia.
	AUGUS	STA RESERVES THE RIGHT	TO RELECT ANY AND ALL BIDS
	ТН	isform must bereturn	NED WITH YOUR SUBMITTAL Eid Item #25-138 2024/2025 5000 LB. Forklift Bid Due: Friday, February 7, 2025 @ 11:00 a.m.

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Atlanta Fork Lifts, Inc 325 Horizon Drive Suwanee, GA 30024 Phone: 678-410-3887 https://www.atlantaforklifts.com/

To: Augusta Fleet Management 1568-C Broad Street Augusta, GA 30904

**Fleet Management** 

Attn:

 Date:
 February 05, 2025

 Quote No:
 013065465

Phone: 706-821-2894/2892

# **GOVERNMENT SALES QUOTE** State of Georgia Vendor # 10755

We respectfully submit this quotation for the following NEW Toyota 5,000# Capacity Internal Combustion Lift Truck (1 each):

# Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FGU25, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Pneumatic Tires
- LP Gas Powered UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS) Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.



Photo may portray optional equipment not included in your quotation.

- Active Control Rear Stabilizer: Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- Active Mast Function Controller (AMC): Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of alongitudinal tip over.

GSA February 05, 2025 Quote: 013065465 Opportunity: 0041386312

#### AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

### LCD MULTI-FUNCTION DISPLAY II

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

مى <u>تەرىكىمى</u> تى مەت ئىچىنىت مە	
Mast	<ul> <li>3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.</li> <li>Mast Specifications: <ul> <li>Maximum Fork Height - 189.0"</li> <li>Overall Lowered Height - 84.5"</li> <li>Over Head Guard Height - 83.10"</li> <li>Free Lift - 36.4" with standard Load Backrest</li> </ul> </li> </ul>
Lifting Capacity	Base Model Capacity – 5,000 lbs @ 24" load center Actual Capacity, based on quoted specifications - 4,500 lbs @ 24" load center to 189.0" MFH
Tilt	6 degrees forward and 6 degrees backwards
Carriage	ITA Hook Type 40" Carriage
Forks	Forks 54" x 5" x 1.6" - Class II
Load Backrest	48" High Load Backrest

Attachments	Cascade Hang-on Sideshifting Fork Positoner (Requires 4-Way Valve w/ 3rd and 4th Function Hydraulics)		
Speeds	Travel Speed: 11.20 mph	Lift Speed: 118 fpm	
Engine	2.2L 4Y-US industrial LP Engine 136 cubic inch displacement Net Torque Rating: 112 @ 18 Net Horsepower Rating: 51 @		
Transmission	Automatic Transmission		
Steering	Load Sensing Hydrostatic Power	Steering with Tilt Steering Column	
Wheels and Tires	Front Tires: 7.00-12-12PR (Pne Rear Tires: 6.00-9-10PR (Pneur		
Additional Equipment Included	<ul> <li>UL Approved Model Type "LF</li> <li>Cyclone Air Cleaner - Dual El</li> <li>Pre-cleaner</li> <li>Steering Wheel with Knob</li> <li>Rear View Mirrors (Left &amp; Rig</li> <li>Radiator Screen</li> <li>Adjustable Volume Back-up a</li> <li>Rear Assist Grip with Horn Back-up a</li> <li>LED Strobe Light (Amber)</li> <li>LED Rear Combination Lights</li> <li>Front and Rear Solid Pneuma</li> <li>Three (3) Keys</li> </ul>	ement Jht Sides) Alarm (Smart Alarm) utton	

### Other Outstanding Toyota Features

- Operator Presence Sensing System (OPSS)
- Fully Stamped Steel Side Panels
- Electronic Speed Control
- Weather Protected Electrical System
- Unparalleled Fork Tip Visibility
- Foot Activated Park Brake with High Mount Release
- Electronic Shift Control
- 7" Cyclone Air Cleaner
- Fully Insulated Stamped Steel Engine Hood
- Dual Operator Assist Grips
- Oversized Cup Holder
- Heavy Duty, Non-Slip Rubber Floor Mat

Some standard items listed within this quotation may be replaced or altered due to optional equipment.



\*Not applicable to all models. Click here for more details: https://www.toyotaforklift.com/sens-plus

Warranty

12 Months or 2,000 hours whichever occurs first: Basic 36 Months or 6,000 hours whichever occurs first: Powertrain

GSA February 05, 2025 Quote: 013065465 Opportunity: 0041386312

# Toyota 360 Support Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty INCLUDES Up to First (4) PM's Included (Parts and Labor) TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan. Price-Toyota Model 50-8FGU25 as specified above: Investment \$37,184.00 Each Net Price: FOB DELIVERED - AUGUSTA, GA put into operation. Includes Operator Orientation on the new forklift at your facility at no cost to the government (if desired). Atlanta Fork Lifts, Inc. GSA Contract# GS-07F-0199 expires 01-31-2022, WAWF Certified, TIN# 58-1152676, DUNS# 06-2593603, Cage Code 0VTV7, SAM.GOV Registered, Business Size: Small Business per NAICS Phone 678-410-3887 333924. E-Mail: candrews@atlantaforklifts.com

Terms and Conditions	Payment: Government Purchase Card or Standard Purchase Order (EFT Payments Accepted) F.O.B.: DESTINATION (Delivery is Included)		
	<u>Availability – 1-2 Weeks – Currenty IN STOCK – as of February 6, 2025</u>		

# GSA CONTRACT NUMBER GS-07F-0199T EXPIRES 01-31-2027

# \*\*\*This unit proudly built in U.S.A. (Columbus, IN)\*\*\*

\*\*\*\*\*WE ARE AN SBA CERTIFIED SMALL BUSINESS\*\*\*\*\*

Sincerely, Atlanta Fork Lifts, Inc. By: <i>Clint Andrews</i>		Accepted: Augusta Fleet Management
		By:
Phone:	678-410-3887	Name:
Title:	GSA Contract Administrator	Title:
		Date:

FASTENAL, INC. 1467 REYNOLDS STREETS STREET AUGUSTA, GA 30901

RELIABLE EQUIPMENT RENTAL 4001 WASHINGTON ROAD MARTINEZ, GA 30907

VERDE, INC. 2300 NORTH SCENIC HIGHWAY LAKE WALES, FL 33898

GRAINGER, INC. 1516 GORDON HIGHWAY AUGUSTA, GA 30606

THOMPSON LIFT TRUCKS 4031 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906 TOYOTA MATERIAL HANDLING SYSTEMS 525 LANEY WALKER EXT. AUUGUSTA, GA 30904

LIFT ONE 679 INDUSTRIAL PARK ROAD EVANS, GA 30809

SUNBELT RENTALS 2530 PEACH ORCHARD ROAD AUGUSTA, GA 30906

UNITED RENTALS 2425 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906

BORDER EQUIPMENT 2804 WYLDS ROAD AUGUSTA, GA 30909 THE CAT RENTAL STORE 4165 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906

VEMEER SOUTHEAST 1320 GRESHAM ROAD MARIETTA, GA 30062

HERTC RENTALS 2017 RAWLEY ROAD AUGUSTA, GA 30906

LIFT ATLANTA INC. 1639 MARVIN GRIFFIN ROAD AUGUSTA, GA 30906

RON LAMPKIN CENTRAL SERVICES KAYCEE BRASWELL FLEET MANAGEMENT PHYLLIS JOHNSON COMPLIANCE

BID ITEM #25-138 2024/2025 5000LB FORKLIFT for AUGUSTA, GA-CENTRAL SERVICES/FLEET MANAGEMENT Bid Due: Friday, 2/7/2025 @11:00a.m. BID ITEM #25-138 2024/2025 5000LB FORKLIFT for AUGUSTA, GA-CENTRAL SERVICES/FLEET MANAGEMENT Mail Date: 1/2/25

# **BIDDERS LIST**



DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
1/27/25	Chaves Brothers Management LLC Zachery Chaves	300 SW 8th St #17 Boca Praton, FL 33432	)	On
	er ny criere			

## Tywanna Scott

From:bidnotice.donotreply@doas.ga.govSent:Thursday, January 2, 2025 10:34 AMTo:Tywanna ScottSubject:[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-<br/>NONST-2025-00000098

Dear Tywanna Scott, tscott@augustaga.gov

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

## Event Number: PE-72155-NONST-2025-00000098

Event Title: 25-138 2025/2025 5K Lb.Forklift

Event Type: Non-State Agency

Process Log

2025/01/02 10:30:00 : Log starts for - 21779400 - EVENT\_RELEASE\_TO\_SUPL 2025/01/02 10:30:08 : Email Process Log for the Event#: PE-72155-NONST-2025-000000098 2025/01/02 10:30:08 : Email Batch# 2501026787 2025/01/02 10:30:08 : Notification Type: EVENT\_RELEASE\_TO\_SUPL 2025/01/02 10:32:33 : Bad Email not sent to http:// of PATTERSON POPE INC 2025/01/02 10:34:07 : Total No of Contacts found for sending Email: 583 2025/01/02 10:34:07 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000098&sourceSystemType=gpr20

01/02/2025 10:34:07 AM

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

## **Planholders Add Supplier Export To Excel** Supplier (6) Supplier 🖅 **Download Date** Advanced Material Handling, LLC 02/04/2025 ∢ **Clear Choice United LLC** 01/20/2025 ConstructConnect 01/08/2025 Dodge Data 01/02/2025 **One Nation Distribution LLC** 01/31/2025 **Onvia, Inc. - Content Department** 01/02/2025

Add Supplier



# Approve Amendment to the Contract with ESG Operations

Meeting Date: 3/25/25

ESG Agreement Amendment

Department:	Utilities
Presenter:	Wes Byne
Caption: Background:	Approve Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and approve an additional 5 year extension of the Contract. Augusta and ESG Operations, Inc. (ESG) are extending an Agreement for Operations, Maintenance and Management Services. The contract was amended in 2017 and extended for five years with an option to extend an additional five year period.
	Attached is a proposed Amendment No. 12 from ESG, which sets forth a 2024 budget (Appendix F) of \$7,726,880.00. The estimated cost of wastewater treatment services for 2024 is \$7,514,080.00. We have also included an allowance of \$212,800.00 to provide for ESG assistance as may be needed at the water treatment facilities and other areas within our system.
	In addition, the following appendices are also included in this agreement:
	<u>Appendix F</u> to this amendment includes services to assist AUD with developing and implementing a Fats, Oils, and Grease (FOG) program. AUD currently has a program, but has requested assistance updating the protocols and procedures to more efficiently collect and track the FOG that is pumped from the system.
	<u>Appendix F-1</u> to this amendment is the reconciliation of forecasted 2024 year actual cost to the projected cost. This cost is estimated to be not more than \$650,000.00. This amount is due to significant chemical costs. A new chlorine generator was installed this year which has proven to be very successful and should lower this cost in the future.
	<u>Appendix I</u> to this amendment includes personnel to further extend the sanitary sewer system evaluation and assist with inspection of the wastewater collection system including manhole inspections and condition assessment of piping using SL-RAT technology. This cost is estimated to be not more than \$669,760.00.
	<u>Appendix M</u> to this amendment includes installation of valve actuators on Fort Eisenhower for the raw water plant to be used mainly for irrigation. This cost is estimated to be not more than \$294,325.
	<u>Appendix N</u> to this amendment is for continuation of routine water tank maintenance and inspections that began in 2018. This cost is estimated to be not more than \$89,000.

	Appendix O to this amendment includes services to wash, inspect, repair, and paint water tanks. This cost is estimated to be not more than \$890,650.
Analysis:	The proposed budget for the operation of our water pollution control facilities represents a minor increase related to personnel to support the FOG program.
Financial Impact:	<ul> <li>\$7,726,880.00 for estimated annual Operation and Maintenance fund for Appendix F,</li> <li>\$650,000 for estimated overage from annual Operations and Maintenance fund for</li> <li>Appendux F-1,</li> <li>\$294,325 for Fort Eisenhower work from 507 Capital fund,</li> <li>\$1,649,410.00 for additional work as described in Appendixes I, N, and O from annual</li> <li>Operations and Maintenance fund.</li> </ul>
Alternatives:	Pursue other delivery methods for the proposed additional work. (Not Recommended)
<b>Recommendation:</b>	We recommend approval of Amendment to the contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and additional work as described.
Funds are available in the following accounts:	506043310-5211110 Appendix F, F-1 506043410-5211110 Appendix I 506043580-5223211 Appendix N, O 507043410-5425110 Appendix M
REVIEWED AND APPROVED BY:	N/A

### AMENDMENT NO. 12 to the AGREEMENT Between ESG OPERATIONS, LLC And AUGUSTA, GEORGIA For

Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January, 2025, between AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter "Augusta"), and ESG OPERATIONS, LLC, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 12 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Six Million Six Hundred Seventy-Nine Thousand Dollars (\$6,709,000.00) and the Management and Administrative Fee shall be Eight Hundred One Thousand Four Hundred and Eighty Dollars (\$805,080.00). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments which shall be Six Hundred Forty-Three Thousand and Nine Hundred Seven Dollars (\$643,907.00). Said base fee shall be for the period beginning on January 1<sup>st</sup>, 2025 and ending on December 31<sup>st</sup>, 2025. Thereafter, the base fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Article 7.1 with the following new Article:

7.1 The Agreement is extended for an additional five-year term which shall commence January 1, 2025 and end on December 31, 2029.

REPLACE Appendix F with the following new Appendix F.

REPLACE Appendix F1 with the following new Appendix F1.

ADD Appendix I.

REPLACE Appendix M with the following new Appendix M.

REPLACE Appendix N with the following new Appendix N.

REPLACE Appendix O with the following new Appendix O,

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures: INRARMARK, LLC d/b/a ESG Operations

AUGUSTA, GEORGIA

By: \_\_\_\_\_ Daniel E. Groselle, Chief Executive Officer

Date:

ltom	1	1	
Item	1	1	

By: \_\_\_\_\_ Garnett L. Johnson, Mayor Date: \_\_\_\_\_

ATTEST:

Clerk of Commission

Date:

# Appendix F

# 2025 Project Budget and Staffing Plan

Project Budg	get	
PERSONNEL SERVICES	\$ 2,360,000.00	
ADMINISTRATIVE EXPENSES	\$ 109,000.00	
UTILITIES	\$ 190,000.00	
CHEMICALS	\$ 665,000.00	
MATERIALS & SUPPLIES	\$ 210,000.00	
VEHICLES & EQUIPMENT	\$ 115,000.00	
OUTSIDE SERVICES	\$ 600,000.00	
<b>BIOSOLIDS MANAGEMENT</b>	\$ 1,860,000.00	
MAINTENANCE & REPAIR	\$ 600,000.00	
TOTAL OPERATING BUDGET	\$6,709,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	805,080.00	
CONTRACTOR'S SUBTOTAL		\$ 7,514,080.00
DIRECTOR'S ALLOWANCE	\$ 190,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	22,800.00	
DIRECTOR'S ALLOWANCE SUBTOTAL		212,800.00
TOTAL 2025 BUDGET		\$ 7,726,880.00

# Appendix F (Continued) 2024 Project Budget and Staffing Plan

Project Statting Plan		
<b>Budgeted Position</b>	<b>Budgeted Number</b>	
Project Director	1	
Lab/ IPP Manager	1	
<b>Operations Manager</b>	1	
Maintenance Manager	1	
Land Application Manager	1	
Operators	11	
Lab Analysts	2	
<b>IPP/FOG Technicians</b>	4	
Mechanics	5	
Maintenance Support	3	
Administrative	2	
Education Specialist	2	

## **Project Staffing Plan**

## **Appendix F (Continued)**

AUD requests in this renewal term that ESG develop and implement a FOG management program. The costs associated with the implementation of this scope including two additional full-time employees and associated assets are included in this Appendix F and the scope of service is defined in the following overview of the FOG Management Program:

1. Components:

a. Grease Traps: Installation and maintenance of appropriate-sized grease traps at commercial establishments to prevent FOG from entering the wastewater system.

b. Grease Interceptors: Implementation of grease interceptors in high-volume FOG generating facilities to capture and remove FOG before it reaches the sewer lines.

c. Oil-Water Separators: Installation of oil-water separators in areas prone to high concentrations of FOG to effectively separate FOG from wastewater.

2. Tank Size and Specifications:

a. ESG will conduct a comprehensive assessment of the local wastewater system and recommend appropriate tank sizes for grease traps, grease interceptors, and oil-water separators.

b. Tank specifications will adhere to industry standards and local regulations, ensuring optimum performance and longevity.

3. Inspections and Monitoring:

a. ESG will establish an inspection schedule to visually visit each site annually, ensuring the proper functioning of grease traps, grease interceptors, and oil-water separators.

b. ESG will coordinate with pumpers to ensure adequate cleaning of facilities, thereby minimizing FOG buildup.

4. Sampling and Analysis:

a. ESG will develop a robust sampling and analysis protocol to monitor FOG levels in the wastewater system.

b. Regular sampling will enable early detection of FOG-related issues, facilitating timely corrective actions.

5. Public Awareness:

a. ESG will design and implement a comprehensive public awareness campaign to educate the community about the importance of proper FOG management.

b. The campaign will include educational materials, workshops, and outreach initiatives to raise awareness among residents, commercial establishments, and other stakeholders.

6. Revising FOG Ordinance:

a. ESG will review and revise the existing FOG ordinance to incorporate updated standards, specifications, and consequences for violations.

b. The revised ordinance will ensure compliance and act as a deterrent against non-compliance. 7. Training and Transition:

a. ESG will provide comprehensive training to Augusta Utilities staff on the operation and maintenance of the FOG management program.

b. Once the program is operational, Augusta Utilities staff will be fully equipped to take over the day-to-day management and maintenance activities.

## **Appendix F-1**

## **Budget Reconciliation**

As provided by the terms of Article 4.2, following the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2024 including applicable management fees, additional expenditures up to \$650,000 shall be payable upon submission of an invoice.

## **Appendix I**

## 2025 Sewer Assessment Project Budget

# **Project Budget**

SL-RAT Deployment	\$598,000.00
ADMINISTRATIVE FEE (12.0%)	\$ 71,760.00
TOTAL 2025 BUDGET	\$ 669,760.00

Subject to the terms here-in, ESG will facilitate the following activities. The collection system will be assessed with the SL-RAT to comply with EPD system assessment requirements. AUD Collections Department will select all locations and scope for deployment of SL-RAT operations. During SL-RAT operations, manholes will be inspected and asset data accuracy verified in GIS. Manhole data collected will be used to assist with the I&I program and infrastructure improvements. When segments consistently have low scores, mains will be cleaned and video recorded. Data will be entered into CityWorks, and repair work orders generated as needed.

# Appendix M Fort Eisenhower WTP Valve Actuator Modifications

# **Project Budget**

Fort Eisenhower WTP Valve Actuator Modification	
Project	\$262,790.00
ADMINISTRATIVE FEE (12.0%)	\$ 31,535.00
TOTAL 2025 BUDGET	\$ 294,325.00

ESG will furnish all labor, equipment, and materials to remove and replace existing control valves in the filter gallery at the irrigation plant at Fort Eisenhower according to plans and specifications provided by GMC in Augusta Project #FG\_2018-005 as defined in GMC Project # CAUG180004. ESG will bill on a percent complete basis until the project is complete, inclusive of a 12 percent markup.

## Appendix N

### 2025 Water Tank Management Budget

## **Project Budget**

WATER TANK ROUTINE MAINTENANCE	\$ 89,000.00	
TOTAL 2025 BUDGET	\$ 89,000.00	

Subject to the terms herein, ESG or its subcontractor shall provide the labor to perform the following tasks (collectively the "Inspection Services"): visual inspections (annual) and washout inspections (biannual) of the Tanks for the purpose of reviewing any paint and/or maintenance needs of the identified Tanks of the Owner.

The **Visual Inspection** is completed annually which includes climbing the tank to verify not only coating condition, but safety and sanitary conditions related to maintaining compliance with Georgia EPD regulations. All screens are inspected and replaced yearly as needed, and tank hatches secured to prevent any unauthorized entry. The tank's legs, rods and connection points, ladders, safety equipment, roof and interior are visually inspected as part of each inspection. The condition is photographed and documented in our CMMS (Computerized Maintenance Management System) and a yearly Condition Assessment report is provided. These inspections are completed while the tank remains in service and they will not cause any interruptions in service.

In addition to the annual Visual Inspection, a bi-annual **Washout Inspection** is completed to perform a complete interior coating inspection. As part of the Washout Inspection, the tank will be drained and removed from service, by the Owner, so that any dirt, sediment, silt, or other foreign matter may be removed from the bowl area by pressure washing at 3500 psi. After cleaning, if any minor areas of corrosion are noted in the tank's bowl area, they will be repaired at this time. After the inspection is completed, the tank will be disinfected per AWWA C652 and readied for return to service. The bi-annual inspections are documented in our CMMS system and on every other Contract Year will be provided with the Condition Assessment report for that same Contract Year. Typically, this work can be completed in one days' time, based on the tank being drained and ready for service upon arrival of crew.

Each visual inspection and washout inspection of the Tanks will include a written recommendation of suggested corrective maintenance repairs related to exposed and assessable components such as steel replacement, steel parts, expansion joints, water level indicator, venting, safety climb systems, sway rod adjustments, manhole covers, gaskets and any other components of each tanks which are readily assessable to visual inspection. Inspection Services shall be limited to those tasks which are normally included in routine preventive maintenance inspection practices as provided by members of the storage tanks maintenance profession in the Southeastern United States.

Inspection Services shall not include or encompass the performance by ESG of any inspection related to any portion of the Tanks which is contained below ground, embedded in steel or part of any inground valves and piping. The City acknowledges that the Inspection Services to be performed by ESG do not include and are not related to Lead Abatement Procedures or disposal of any Hazardous Waste Materials, nor the detection or mitigation of deterioration of any embedded structural or non-structural elements encased within any concrete structure which is a part of the Tanks.

Following each inspection, the City will receive from ESG inspection reports and photographs describing the condition of any Tank(s). ESG acknowledges that the referenced inspections are not intended to determine the design integrity or structural integrity, inclusive of any latent design or construction defects

of the Tanks. In each inspection report (visual or washout), ESG will identify necessary maintenance or repairs of the Tanks, if any, and may perform such maintenance and repairs subject to the terms and conditions of an addendum to this Agreement mutually agreed to and executed by the ESG and City.

The City shall, during the term of the Agreement, provide the following in order to facilitate the performance of the services described by this Exhibit H: a) provide electrical service (110 Volt) to the Tank(s) site; b) provide at a minimum a <sup>3</sup>/<sub>4</sub>" water service to any site of a Tank(s) site; and c) provide an access road to any Tank(s) site sufficient for the performance of the Inspection Services by ESG.

The Inspection Services provided by ESG under the terms of this Appendix N are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the storage tanks maintenance profession in the Southeastern United States for similar and comparable water storage tanks.

## Appendix O –

## Painting and Renovation, Cleaning of Tobacco Rd. Berkman Rd. High Point, and Faircrest Tanks 1 & 2

ESG agrees to prepare, paint, renovate, and/or pressure wash tanks as described below. The estimated cost is as follows:

Summary of Costs				
Item	Description	Cost		
1	Tobacco Rd.	\$168,500.00		
2	Berkman Rd.	\$187,500.00		
3	High Point	\$493,500.00		
4	Faircrest Tank 1	\$28,800.00		
5	Faircrest Tank 2	\$12,350.00		
	Total	\$890,650.00		

ESG's cost estimate is Eight Hundred-Ninety Thousand and Six Hundred and Fifty dollars (\$890,650.00). ESG will invoice Augusta monthly on a percent complete basis for this work. The proposal includes all labor, equipment, and materials needed to renovate the interior, exterior and complete the repairs or logo installations as listed below. All work will be inspected and signed off by a NACE Certified Coating Inspector.

The interior renovations will consist of a paint system meeting the AWWA D102-21 paint system as listed below.

High Point Tank Interior Specifications

Surface Preparation: SSPC-SP10/NACE2 Primer: Tnemec 94 H2O Zinc applied at 2.5 to 3.5 mils dry Stripe: Tnemec Series 140-15BL applied at 2.0 to 3.0 mils dry Finish: Tnemec Series 21-1255 applied at 10.0 to 12.0 mils dry

<u>High Point, Berckman, and Tobacco Rd. Tank Exterior Specifications</u> Surface Preparation: Pressure wash exterior with rotary nozzle at a minimum of 3500 psi Spot Prime: Tnemec Series 135 Uni-Bond Mastic, DFT 4-6 mils Primer: Tnemec Series 135 Uni-Bond Mastic, DFT 4-6 mils Finish: Tnemec Series 700 Endura-Shield, DFT 2-3 mils

Faircrest Tanks 1 and 2

Labor, equipment, and materials needed to pressure wash and clean exterior of Faircrest Tanks 1 and 2 in a single mobilization.



## **Engineering Services Committee Meeting**

Meeting Date: March 25, 2025

## AED Road Paving 2024-2025 Construction

Construction Material Inspection & Testing, Construction Monitoring & Quality Assurance/Quality Control, and Geotechnical Services

RFP #19-179

File Reference: 24-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services. AE/RFP 19-179
Background:	<ul> <li>Road Resurfacing is an ongoing Augusta Engineering (AE) construction activity. Augusta Commission awarded during 2024-2025 various road resurfacing contracts on December 3, 2024. Road paving is commencing soon. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure construction improvements quality control and quality assurance. AE Construction Group is short staffed and utilizing on-call services as is an extension of AE construction monitoring &amp; oversight. On August 2019, commission approved the award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms.</li> </ul>
Analysis:	MC2 is assigned to assist Augusta Engineering with paving roads & roads Resurfacing for the 2024-2025 contract. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and industry current requirement. Augusta Engineering construction group is short staffed and on-call CMT Services are warranted to ensure construction QA/QC. Requested Supplemental funding is needed to cover cost of MC2 services.
Financial Impact:	Funds in amount of \$253,950.00 are available in the Engineering SPLOT8-Resurfacing fund.

Alternatives:	1. Do not approve and find alternative way to provide required construction material testing, construction QA/QC Services and meet roadway paving construction QA/QC requirements.
Recommendation:	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services. AE/RFP 19-179.
Funds are available in the following accounts:	(\$253,950) 330-0411120-54.14110 - Engineering SPLOST 8- Resurfacing
REVIEWED AND APPROVED BY:	HM/sr

Item 12.



December 10th , 2024

Ms. June Hamal Augusta Engineering and Environmental Services Department 452 Walker Street, Suite 110, Augusta, GA 30901

Subject:Proposal for Construction Materials Testing & Special Inspection Services<br/>Resurfacing Various Roads<br/>Richmond County, Georgia<br/>MC2 Proposal No. A122401.185\_C

Dear Ms. Hamal,

**MC Squared, LLC. (MC<sup>2</sup>)** is pleased to present this proposal for Construction Materials Testing & Special Inspection Services associated with the Resurfacing of Various Roads in Richmond County, Georgia. This proposal outlines the services you requested and our budgetary estimate, per the information provided via e-mail dated October 2024. The project's finalized construction schedule and completed specifications were not provided to MC<sup>2</sup> during the preparation of this proposal. Therefore, this estimate is based on MC2's experience with similar projects. In addition, per the provided information, we assumed the total duration of MC<sup>2</sup> services during the construction would be 350 days. MC<sup>2</sup> can revise this estimate once the project construction schedule is available.

### PROPOSED SERVICES

### **Construction Management**

- Review project drawings, specifications, and contract scope of work.
- Review contracts, schedules, and quality control/quality assurance plans.
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and conditions applicable to the project.
- Review submittals, RFI's, and communicate with project Stakeholders (Design/ Owner/Contractor) regarding approvals, feedback, and change orders promptly.
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of open and corrected Items for follow-up with the contractor on a resolution to changes and/or corrective measures.
- Engage the owner for items that require a change in design and/or contract provisions.
- Review change orders and manage the approval process.
- Review monthly pay applications and resolve issues with the contractor before payment approval.

## **Construction Materials Testing Services**

- Monitor and document the progress of work daily and schedule construction inspections as required by the project specifications.
- Geotechnical and Pavement Engineer to provide evaluation and recommendations.
- Monitoring of over-excavation and quantification.
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadways.
- Concrete testing on the sidewalk on both sides of the roadways, curbs/gutters, and structures.
- GAB compaction testing and proof-roll testing.
- Asphalt testing.
- Laboratory testing
  - Soil Proctor tests.
  - GAB Proctor tests.

### FEE ESTIMATE

**MC**<sup>2</sup> will provide the above scope of services for an estimated fee of **\$253,950.00** on a time and materials basis.

Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC<sup>2</sup> control) will be invoiced on a time and expense basis and an estimate for efforts will be provided upon request. However, additional work will not be performed without your prior written authorization. Estimates for additional work will be provided upon request.

### AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by your signature in the space provided. Our work will be performed by the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

MC<sup>2</sup> appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Item 12.

Sincerely, MC Squared, LLC.

Sel

Shaban Abousaud

Prashauth Vaddu

Prashanth Vaddu, PE Regional VP

Project Manager Regio Budgetary Fee Estimate: \$253,950.00 (Attachment A)

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

### Attachments:

1- Schedule of Services and Fees



DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)	
ITEM 1 - Construction Materials Testing Services:			
- Attendance of weekly site meetings			
- Subgrade evaluations			
- Soil backfill monitoring			
- Soil backfill compaction testing	4 hrs/day x 350 days x <b>\$63/hr</b>	\$	88,200.00
- Bearing capacity evaluation			
- GAB testing			
- Nuclear gauge density testing			
- Asphalt temperature determination			
ITEM 2 - Staff Engineer & Professional Engineers:			
- Pavement Engineer	1hr/week x 65 weeks x <b>150/hr</b>		
- Field Staff engineer for documentation of construction activities	4 hrs/day x 350 days x <b>\$86/hr</b>	\$	145,750.00
- Project Manager (Monthly Meetings 11 hrs, weekly report review)	2hrs/week x 65 weeks x \$120/hr		
ITEM 3 - Laboratory Testing for Soil / Asphalt			
- Asphalt Specific Gravity testing			
- Gradations	LUMP SUM	\$	20,000.00
- Soil/GAB proctors			
- Concrete Cylinders			
	Estimate Mavimum Face	ć	
	Estimate Maximum Fee:	Ş	253,950.00

### Notes:

1-Hourly rate includes direct expense costs (such as a vehicle, phone, per diem, lodging, etc). There will be no separate pay item for these and other incidental items.

2-Any work outside of 8AM-5PM or night work will result in an OT rate of 1.5x.

3-Assigned Inspector must possess required GSWCC and other Certifications to perform required

4-Assumed Construction days: 450 Total days of Service: 350

EOR G

RFP 19-179 On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/Quality Control and Geotechnical Inspections and Investigations for Augusta, GA – Engineering Department RFP Due: Friday, March 29, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10 Total Number Specifications Download (Demandstar): 8 Total Electronic Notifications (Demandstar): 125 Georgia Procurement Registry: 448 Mandatory Pre-Qualifications Conference Attendees: N/A Total Number Mailed to Local Vendors: 3

Total packages submitted: 9

Total Noncompliant: 0

							195
VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESSAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



RFP 19-179 On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/Quality Control and Geotechnical Inspections and Investigations for Augusta, GA – Engineering Department RFP Due: Friday, March 29, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 10 Total Number Specifications Download (Demandstar): 8 Total Electronic Notifications (Demandstar): 125 Georgia Procurement Registry: 448 Mandatory Pre-Qualifications Conference Attendees: N/A Total Number Mailed to Local Vendors: 3 Total packages submitted: 9 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes

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Office of the Administrator

Takiyah A. Douse Interim Administrator

December 6, 2022

Dr. Hameed Malik, Director Engineering and Environmental Services Department 452 Walker Street, Suite 110 Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Tuesday, December 6, 2022, the Augusta, Georgia Commission, acted on the following items:

29. Approved the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$258,090.00 for 5th & 6th Streets Improvements Projects. RFP 19-179 / Requested by Engineering

30. Approved award of Construction Contract to Reeves Construction, subject to Value Engineering and in the amount of \$10,041,083.90, for Transportation Investment Act (TIA) Projects, 5th Street & 6th Street Improvements Projects, subject to receipt of signed contracts and proper bonds. RFP 22-258 / requested by Engineering.

33. Approved supplemental funding (SA3) for Engineering Phases of Design Consultant Services Agreement to Hussy Gay Bell (HGB) in the amount of \$71,695 for the Broad Street Improvements. RFP 18-311 / requested by the AED.

34. Approved entering into a Franchise Agreement (Agreement) with Comcast of Georgia/South Carolina LCC. Also approve the Agreement to be executed by Augusta, GA Legal Counsel and the Mayor.

35. Approved supplemental funding (phase 2 funding) in the amount of \$2,500,000.00 for Warren Lake in-progress dredging under Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator Dredging for continuation of Warren Lake dredging & sediments removal & disposal. RFP 20-224/ Requested by Engineering.

36. Approved Additional Supplemental funding for Completing In progress Rehabilitation of Augusta Landfill Phase 3 Active Phase Service Road & associated repairs in the amount of \$225,120.30. Requested by Engineering. RFP 16-161 - 22ENG115

38. Approved Task Order four (SA4) funding for Drainage System Assessment, Verification and Drainage Improvements Engineering Services Agreement to Ardurra (former Constantine Engineering) in the amount of \$49,575.00 for Overton Road Drainage Sub-basin design phase services. RFQ 19-148 / requested by Engineering. 39. Approved award of Construction Contract to E R Snell Contactor, Inc. subject to Value Engineering and in the amount of \$25,132,471.20 for Transportation Investment Act (TIA) Projects, Telfair Street & 13th Street Improvements Projects, subject to receipt of signed contract and proper bond. RFP 22-195 / requested by Engineering.

40. Approved Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$174,702.50 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project. Requested by Engineering. RFQ 17-127

48. Approved the installation of six (6) speed humps along Elders Drive between Harper Franklin and Billie J Drive per Augusta speed hump adopted Policy. Also approve construction funds in amount of \$30,000.

If you have any questions, please contact me.

In Service,

7110

Takiyah A. Douse Interim Administrator

TAD/nd

# G ENGINEERING & ENVIR. SVCS. DEPARTMENT G ENGINEERING & ENVIR. SVCS. DEPARTMENT Hameed Malik, Ph.D., P.E., Director MEMORANDUM TO: Darrell White, Interim Director Procurement FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services DATE Monday, March 3, 2025 SUBJECT: Construction Services for Landfill Phase 3 Unfinished Liner (Cell3B2)-Protective Cover Completion Morgan Corp Landfill Phase 2C Contract Supplement 5 RFP 21-183

Augusta Engineering & Environmental Services Department (AEES) is seeking to supplement Landfill Phase 3 Cell3B2 Unfinished Liner-part3 construction to the Morgan Corp (Morgan) inprogress Landfill Construction contract (21-183). The following paragraphs state the reasoning for extending the contract and for proceeding with completing Cell3B2-Part2 construction and getting it ready for waste placement in a timely manner. Work includes removal of existing rain flap & stormwater pipes, extension of leachate and storm lines and placement of protective two-foot cover layer. It is AEES determination that tasking Morgan with completion of this construction is cost effective timely option and Morgan Corp has the needed resources and equipment that can be mobilized immediately. In addition Morgan constructed the liner latest protective cover & underneath leachate system extension and is familiar with liner existing surface & surface conditions, landfill daily operation and GA Environmental Protection (EPD) regulatory certification requirements.

Blue Ridge Service Inc. (BRS) is providing landfill Phase 3C air space management services and indicated that current certified airspace most likely will be filled close to the end of July 2025. It critical to move forward with finishing the unfinished liner segment-Cell3B2-Part3, and get it certified for waste placement. Aforementioned activities are very specialized services and Morgan Corp has extensive experience in this type of construction and recently completed Cell3B2-Parts 1 & 2. Morgan can mobilize resources immediately. Given urgency to get Cell3B2 waste placement ready close to July 2024, AEES is seeking to supplement Cell3B2-Part3 construction to the Morgan in-progress contract.

Thank you.

/hm

cc: Nancy Williams, Procurement Department Oscar Flite and Walt Corban, AEES File

File Reference: 25-014(A)

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Augusta Engineering Administration 452 Walker Street, Suite 110 – Augusta, GA 30901 Office: (706) 796 – 5040 Fax: (706) 796 -5045 www.augustaga.gov



## PROPOSAL

Morgan Corp. 1800 E. Main Street Duncan, SC 29334 Tom Csenge tcsenge@morgan-corp.com

QUOTE Shashank Patel

TO SCS Engineers

JOB	LOCATION
Deans Bridge LF Cell 3B2 Phase 3	4330 Deans Bridge Rd, Blythe, GA 30805

Client #	Description	Quantity	Unit	Unit Price	Ext Price
1	Mobilization/Demobilization	1.00	LS	\$111,500.00	\$111,500.00
2	Project Survey	1.00	LS	\$67,000.00	\$67,000.00
3	Erosion and Sediment Control	1.00	LS	\$75,625.00	\$75,625.00
4	Waste Removal for Tie-in to Existing PC - Cut	3,500.00	CY	\$ 9.95	\$34,825.00
5	Remove Existing 60-mil Rain Flap & Disposal Onsite	46,700.00	SF	\$ 0.85	\$39,695.00
6	Removal of 30-inch HDPE Stormwater Pipes	1.00	LS	\$4,994.00	\$4,994.00
7	Edge of Liner Survey and Investigation	1.00	LS	\$25,000.00	\$25,000.00
8	24" Protectice Cover Placement (Borrow Area)	9,800.00	CY	\$ 27.00	\$264,600.00
9	24" Protectice Cover Placement (Diversion Berm)	4,100.00	CY	\$ 10.20	\$41,820.00
10	60-mil HDPE Geosynthetic Rain Flaps & Sandbags	7,900.00	SF	\$ 2.86	\$22,594.00
11	Structural Fill - East Berm and Soil Wedge	2,400.00	CY	\$ 56.00	\$134,400.00
12	6-inch HDPE SDR 11 Leachate Collection Pipe, Solid	120.00	LF	\$ 69.00	\$8,280.00
13	6-inch HDPE SDR11 Leachate Collection Pipe, Perf.	480.00	LF	\$ 106.00	\$50,880.00
14	Tie-in to Existing Leachate Collection Pipe	1.00	LS	\$31,210.00	\$31,210.00
15	12-mil Raintarp with UV Resistant Sandbags	184,500.00	SF	\$ 0.80	\$147,600.00

16	Seeding and Grassing	2,200.00	SY	\$ 1.68	\$3,696.00
Liner R	epairs (If Needed)				
017A	Cut for Compromised Subgrade, and	2,000.00	CY	\$ 10.10	\$20,200.00
	Compacted Soil				
017B	Structural fill for Soil Under Subgrade	2,000.00	CY	\$ 10.10	\$20,200.00
017C	24-inches of Compacted Soil below the	2,000.00	CY	\$ 19.00	\$38,000.00
	Geosynthetic				
017D	Geosynthetic Clay Liner, Primary	10,000.00	SF	\$ 4.00	\$40,000.00
017E	60 mil Textured HDPE Geomembrane	10,000.00	SF	\$ 5.50	\$55,000.00
	Liner, Primary				
18	Remove & Dispose Existing 12-mil Rain	215,100.00	SF	\$ 0.30	\$64,530.00
	Tarp Onsite				
Alterna	te Bid Items				\$73,000.00
19	9 East Stormwater Rip-Rap Ditch 200.00 LF \$ 365.00		\$73,000.00		
Grand T	Grand Total:			\$1,374,649.00	

#### **Clarifications:**

- 1. Proposal excludes leak location testing on liner.
- 2. Proposal excludes topsoil stripping and overburden removal from protective cover borrow area.
- 3. Excluded removal of any debris from the borrow area and or protective cover material contaminated by debris.
- 4. Excludes cleanup of borrow area.



## **Engineering Services Committee Meeting**

Meeting Date: March 25, 2025

Construction Services for Landfill Ph3 Cell3B2 Unfinished Liner - Part 3 CST

Morgan Corp Landfill Contract Supplement

RFP 21-183

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplementing (SA5) Construction Contract of Landfill Phase 3 Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing Cell3B2-Part3 construction. AE/RFP 21-183
Background:	Landfill Phase3 Cell3 initial construction kept over 20 acres portion of its liner unfinished with the intent to complete it at a later time. The department, in collaboration with its consultant (Blue Ridge Services (BRS), conducted an airspace need assessment in early 2023. Accordingly, a three phase plan for the unfinished liner completion construction was developed. (BRS) is providing landfill Phase 3C air space management services and indicated that the current certified airspace most likely will be filled close to end of July 2025. Hence it is a pressing need to move forward with finishing the unfinished liner 3rd segment (Cell 3B2-Part3) and get it certified for waste placement ASAP.
Analysis:	Aforementioned activities are very specialized services and Morgan Corp has extensive experience in this type of construction and being onsite can mobilize resources immediately. Morgan Corp (Morgan) is presently completing Phase 2C closure construction punch list items and axillary items associated to Cell3B2-Part2 construction. Given time urgency to get Cell3B2-part3 waste placement ready close to July 2025, it is the department's determination that supplementing Cell 3B2-Part3 construction to Morgan construction work in-progress is a cost effective timely option and Morgan Corp has needed resources and equipment that can be mobilized immediately. In addition Morgan constructed the liner latest protective cover & underneath leachate system extension and is familiar with liner existing surface & surface conditions, landfill daily operation and GA Environmental Protection (EPD) regulatory certification requirements.
Financial Impact:	Funds in amount of \$1,000,000 are available in Landfill FY2025 Operational Construction budget.

Alternatives:	No alternate proposed.	ltem 13.
<b>Recommendation:</b>	Approve Supplementing (SA5) Construction Contract of Landfill Phase 3 Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing Cell3B2-Part3 construction. AE/RFP 21-183.	
Funds are available in the following accounts:		
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	HM/sr	



## **Engineering Services Committee Meeting**

Meeting Date: 3/25/25

### Utilities Purchase of Itron AMI System (RFP 24-261)

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Augusta Utilities Contract With Itron For Advanced Metering Infrastructure (RFP 24-261). The requested is for a five (5) year contract with the option to extend for five (5) additional years with Commission approval.
Background:	AUD has been in the process of evaluating Advanced Metering Infrastructure (AMI) offerings since 2023 with a series of limited scale technology demonstrations and pilot projects. This process has included a long term pilot with Itron consisting of 488 cellular endpoints, and a smaller pilot using consisting of 53 LoRa radio endpoints. As a result of these pilots, AUD has identified significant operational and cost efficiencies that will be achieved by introducing AMI across the entire water metering system. AUD issued RFP 24-261 to solicit proposals for AMI solutions and after careful review of the received proposals, AUD has identified that Itron provides the most advantageous AMI solution for Augusta.
Analysis:	AUD has evaluated AMI solution proposals that will enable us to better manage the water system and to be more customer responsive. This will be accomplished by having access to much more data than previously available. We will receive information for, at a minimum, hourly usage across the entire water distribution network, including at each residence and business serviced by the water utility.
	AUD has reviewed the proposals received from 6 proposers in response to RFP 24-261, Advanced Metering Infrastructure System. Based on our research and evaluation of the proposals by a selection committee, we have identified that the Itron cellular solution is the best proposal to meet the needs of Augusta. This is based on a technical and cost analysis of each proposal. Itron was identified as the best overall proposal to meet our needs and was also the lowest cost proposal.
Financial Impact:	There are multiple costs associated with this contract. The first three years of expenses include hardware, professional services, and software with a total cost of \$7,016,871.60 and is funded through the 2024 bond issue. This cost includes \$6,305,809.44 for hardware, \$93,176 for professional services, and \$617,886 in connectivity and software fees. Funds for future year software fees will be included in future AUD annual budgets.
Alternatives:	AUD does not purchase the Itron AMI solution. If the solution is not purchased AUD can engage in negotiations with other proposers, can re-issue the RFP to solicit more proposals, or can not

Recommendation:	implement AMI. Each of these three will result in delaying or precluding the ability for AUD term 14. better serve our customers and stakeholders with data driven approaches to water management. Approve Augusta contract with Itron for an AMI network.
Funds are available	GL 516043410-5424320 / JL 82500010-5424320

in the following accounts:

**REVIEWED AND**N/A**APPROVED BY:** 

#### MASTER SALES AGREEMENT TERMS AND CONDITIONS

This Master Sales Agreement (the "*Agreement*") is made and entered into as of \_\_\_\_\_\_(the "*Effective Date*") by and between Itron, Inc., a Washington corporation with a principal place of business at 2111 N. Molter Road, Liberty Lake, Washington 99019 ("*Itron*"), and Augusta, Georgia, a political subdivision of the State of Georgia with a principal place of business at 535 Telfair Street, Augusta, Georgia 30901("*Customer*"). Itron and Customer may each be referred to as a "*Party*" and together as the "*Parties*."

**1. Scope.** This Agreement sets forth the terms governing all Technology & Services Addenda under this Agreement. The attached Transaction Summary identifies which Addenda are made a part of this Agreement.

2. Technology & Services Addenda. Technology & Services Addenda may set forth additional terms and conditions applicable to specific products and services purchased by Customer. In the event of a conflict between this Agreement and an Addendum, the Addendum will control to the extent necessary to resolve the conflict.

**3. Purchase Orders.** All purchase orders will be governed by the terms of this Agreement. Pre-printed terms on a purchase order will be null and void, and no contingency, addition, or conflicting term contained on any purchase order will be binding upon Itron.

#### 4. Fees, Taxes, and Payment.

**4.1.** Fees. Fees will be specified in a pricing summary made a part of this Agreement. Itron reserves the right to modify the pricing summary from time-to-time during the term of this Agreement upon thirty (30) days' prior written notice to Customer for any new purchase orders.

**4.2. Taxes.** Prices and charges for products and services are exclusive of taxes, levies, duties and similar governmental assessments ("*Taxes*"), all of which are the responsibility of Customer to pay. Customer is responsible for paying all Taxes applicable to transactions. If Itron has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate or direct pay permit authorized by the appropriate taxing authority. Itron is solely responsible for taxes assessable against Itron based on its income, property and employees.

**4.3. Payment.** All purchase orders are subject to credit approval. Payment terms are net thirty (30) days from the date of invoice. All payments shall be made in US currency. Late payments shall accrue interest from the due date at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law until the date paid, and Itron may condition future renewals and purchase orders on payment terms shorter than thirty (30) days.

#### 5. Term and Termination.

**5.1.** Term. The term of this Agreement begins on the Effective Date and continues for a period of five (5) years. After the initial five (5) years, both Parties will have the option to extend the Term for another five (5) years contingent on approval by the Augusta Commission, unless either Party provides ninety (90) days prior written notice by either Party of intent not to renew prior to the applicable expiration date.

**5.2.** Termination for Convenience. Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other.

5.3. Termination for Cause. Other than Customer's nonpayment which shall constitute a breach of this

Agreement if full payment is not received within five (5) days of written notice, either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

**5.4.** Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated.

#### 6. Privacy.

**6.1.** General. If, in the course of providing any services, Itron has or obtains, to any extent and for any reason, any access to Customer Data, then the terms and conditions of this Section 7 will apply.

**6.2. Definition of Customer Data.** "*Customer Data*" means any information about Customer's existing or prospective customers that Itron acquires, develops, or derives under this Agreement. Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to derive information specific to a particular customer or prospective customer, which information is not generally available to the public and which Itron acquires or derives in carrying out its obligations under this Agreement. Customer Data includes, but is not limited to, information regarding a User's identity social security number, telephone number, credit card number, e-mail address, account information, service purchase and usage information.

**6.3.** Use of Customer Data. Itron may only collect, access, use, maintain, or disclose Customer Data to fulfill its obligations under this Agreement. Customer exclusively owns all Customer Data and Itron agrees to return, or at the election of Customer, destroy (and confirm in writing the destruction) all Customer Data upon the termination or expiration of this Agreement, or earlier if requested to do so in writing by Customer.

**6.4.** Reservation of Rights to Customer. Subject to the limited rights granted by Customer hereunder, Itron acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any Intellectual Property (defined below) rights in that Customer Data.

**6.5. Safeguards.** Itron will employ administrative, physical, and technical safeguards that are reasonably designed to prevent unauthorized collection, access, disclosure, and use of Customer Data while in its custody ("*Safeguards*"). The Safeguards Itron employs must: (1) meet, at a minimum, industry practice; and (2) be reasonably designed to ensure that only Itron personnel with a need to know the Customer Data have access to it. Itron will promptly notify Customer of any known breach of any Safeguards, and Itron and Customer will cooperate to investigate and remedy any such breach and any related dispute, inquiry, or claim.

**6.6. Miscellaneous.** This Section 7 supplements Section 6 ("Confidentiality"), and the provisions of this Section 7 control if they conflict with Section 6 ("Confidentiality"). A breach of any Customer Data provision may result in irreparable harm to Customer, for which monetary damages may not provide a sufficient remedy, Customer may seek both monetary damages and equitable relief.

#### 7. Warranties.

7.1. Services & Deliverables Warranties. Express warranties for products and services (the Express

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Warranties") will be stated in the applicable Addenda for the period stated therein (the "*Express Warranty Period*").

7.2. CERTAIN WARRANTY EXCLUSIONS. THE WARRANTIES UNDER THIS AGREEMENT AND THE ADDENDA DO NOT COVER PROBLEMS CAUSED BY EXTERNAL CAUSES, INCLUDING ACCIDENTS, ACTS OF VANDALISM, ABUSE, MISUSE, INADEQUATE MAINTENANCE, UNKNOWN OR UNFORESEEN ELECTROMAGNETIC DISTURBANCES ON THE NETWORK, PROBLEMS WITH ELECTRICAL POWER, OR WITH THE QUALITY OF THE WATER, THE ENERGY OR THE NETWORK, ACTS OF GOD, SERVICE (INCLUDING INSTALLATION OR DE-INSTALLATION) NOT PERFORMED OR AUTHORIZED BY ITRON.

**7.3. DISCLAIMER OF WARRANTIES**. WARRANTIES UNDER THIS AGREEMENT, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY ADDENDUM, STATEMENT OF WORK, OR OTHERWISE INCORPORATED IN THIS AGREEMENT, CONSTITUTE AND EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. THE PARTIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

**8. Insurance.** During the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than \$1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described in this Section.

#### 9. Limitation of Liability.

**9.1. NO CONSEQUENTIAL DAMAGES.** NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EXCEPT THAT THE FOREGOING WILL NOT RESTRICT A PARTY'S ABILITY TO RECOVER ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT, INCLUDING THE COSTS OF OBTAINING REPLACEMENT SERVICES AND DELIVERABLES COMPLYING WITH THE TERMS OF THIS AGREEMENT.

**9.2. LIMITATION.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF FIFTY PERCENT (50%) OF THE FEES PAID BY CUSTOMER TO ITRON FOR THE SERVICES OR DELIVERABLES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

#### 10. Indemnification against Third Party Claims.

**10.1. General Claims.** Itron agrees to defend Customer and Customer's successors and assigns, officers, directors, employees, representatives, and agents ("*Customer Indemnitees*") from and against any and all

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third-party claims, demands, suits, actions, causes of action, of any kind whatsoever (together a "*Claim*"), and Itron will indemnify and hold harmless Customer Indemnitees from and against all damages, losses, costs and/or expenses (including legal fees and disbursements) awarded against Customer in any such Claim, or those costs and damages agreed to by Itron in a monetary settlement of such Claim, to the extent resulting from damages to persons or real or tangible property, bodily injury or death caused by Itron's gross negligence or intentional misconduct (including that of its employees, agents, and contractors) arising in connection with this Agreement.

**10.2. Infringement Claims.** Itron shall defend the Customer Indemnitees from and against any and all claims, demands, suits, actions, causes of action, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third party to the extent resulting from any allegation that any Itron Deliverables and/or Services constitute a direct infringement, violation or misappropriation of any such third party's Intellectual Property rights. The foregoing does not apply to products that are not manufactured by Itron or to software licensed by third parties.

**10.3.** Conditions to Infringement Claim Defense. Itron's infringement defense obligations under Section 12.2 are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Itron will have the right, at Itron's sole option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are commercially reasonable in Itron's sole judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or the unused portion of the service, as the case may be.

**10.4.** Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

**10.5.** Conditions to Defense. As a condition to Itron's defense obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense, settlement, adjustment or compromise of the claim and provide Itron with reasonable assistance in connection with such defense; however, Itron shall not consent to any judgment or settlement of the foregoing, that creates an obligation on any Customer Indemnitee without first obtaining such indemnitee's prior written consent. Customer may employ counsel at its own expense to assist it with respect to any such claim.

**10.6. THIRD PARTY CLAIM DISCLAIMER.** THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

#### 11. Intellectual Property.

**11.1. Definition.** "*Intellectual Property*" means intellectual and industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States or another country that recognizes such rights, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (i) patent rights associated with an invention and processes (including business processes), methods and apparatuses entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import , or have made, and the rights to file and prosecute patent applications and provisional patent applications); (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works); (iii) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose); (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (v) moral rights; and (vi) other rights analogous, similar, or comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

**11.2. Reservation of Intellectual Property Rights.** Itron reserves all rights, title and interest in and to all of its Intellectual Property. Customer reserves all rights, title and interest in and to all of its Intellectual Property.

**11.3.** Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

#### 12. Change Requests & Change Orders.

**12.1. Request.** Customer may at any time, and from time to time, propose changes to services or services deliverables or request that Itron perform additional services for Customer (each a "*Change Request*"). Within a reasonable period after receiving a written Change Request from Customer, Itron will prepare and submit a written proposal in the form of a statement of work to Customer that: (i) if applicable, assesses the expected impact of the Change Request on any services or services deliverables being provided at the time of the request; (ii) defines and describes how Itron would fulfill or satisfy the Change Request, and describes any additional services or services deliverables to be provided by Itron in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Itron in connection with fulfilling the Change Request; (iv) contains proposed completion and acceptance criteria; and (v) sets forth any other information required by this Agreement and any Technology & Services Addendum.

**12.2. Response.** If Itron timely submits a response to the Change Request, the Parties will attempt in good faith to negotiate a mutually acceptable resolution. Mutually agreed upon Change Requests will take the form of a written order (each a "*Change Order*"). Following the issuance of any Change Request and during any negotiation, Itron will continue to provide the services and services deliverables, unless otherwise agreed to by Itron and Customer in writing.

**12.3. Failure to Respond to Change Request.** If Itron fails to respond to Customer's Change Request within five (5) business days, the Change Request will be deemed to be rejected.

**12.4.** Authorized Approvals. No Change Order will be binding upon Customer or Itron unless executed and delivered by an authorized signatory of both parties. All Change Orders and all statements of work under a Change Order will be governed by the terms and conditions of this Agreement and the applicable Technology & Services Addendum.

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#### **13. DISPUTE RESOLUTION**

**13.1. Dispute Resolution Procedure.** The Parties will resolve any dispute between the Parties regarding the interpretation of this Agreement or Itron's performance using the procedures in this Section.

**13.1.1.** Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Upon delivery of the notice, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Master Sales Agreement and who, in the case of Customer, will be a director (or more senior corporate officer), and in the case of Itron, a director (or more senior corporate officer), to meet for the purpose of resolving the dispute.

**13.1.2.** The representatives will discuss the problem and negotiate in good faith to resolve the dispute promptly and without the necessity of any formal proceeding. If either Party intends to have an attorney attend a meeting, it will notify the other Party at least two (2) business days before the meeting to enable the other Party to also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules.

**13.1.3.** If the disputed matter has not been resolved by the designated representatives within ten (10) business days after delivery of the written notice by one Party to the other, or such longer period as agreed to in writing by the Parties, each Party will have the right to commence any legal proceeding as permitted by law.

**13.2.** Agreements in writing. No agreement achieved under this dispute resolution process will be binding on either Party unless set forth in a writing executed by both Parties by duly authorized signatories.

**13.3.** No Termination or Suspension of Services. During the pendency of any dispute, Itron will not interrupt or delay the provision of Services, disable any Deliverable in whole or in part, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or Customer's ability to conduct its business, unless Customer agrees in writing or terminates this Master Sales Agreement.

**13.4. Injunctive relief.** Neither Party will be obligated to follow the procedures set forth in this Section when seeking injunctive relief.

#### 14. Miscellaneous.

**14.1. Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not expressly made a part hereof or other communications between the Parties.

**14.2.** Waivers. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

**14.3.** No Assignment. This Agreement is personal to each Party, and none of the rights of a Party hereunder shall be sold, transferred, assigned or sublicensed by a Party; provided, however, that upon written notice to

Customer, Itron shall have the right to assign, by contract or by operation of law, any or all of its rights and obligations under this Agreement to a Itron Affiliate without any requirement that Itron seek or obtain the approval of Customer. "*Itron Affiliate*" means an entity controlled by or under common control with Itron.

**14.4.** Captions; Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement will be deemed to include reference to any and all subsections thereof.

**14.5.** Neither Party Deemed Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof will be construed in favor of one Party on the ground that such provision was drafted by the other.

**14.6.** Expenses. Each Party will be responsible for, and will pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.

**14.7. Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Itron employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Itron's Law Department via the contact information in the notices section.

**14.8. Relationship of the Parties.** The Parties are independent contractors for all purposes and at all times. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Itron has the responsibility for, and control over, the methods and details of performing services and providing products under this Agreement. Itron will provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Itron personnel. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

**14.9. Compliance with Law.** Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions, and in such a manner as not to cause the other to be in material violation of any applicable laws or regulations including any applicable requirements of any foreign, domestic, state, or local authority regulating health, safety, employment, the environment, consumer protection, security, exportation, information services, or telecommunications.

**14.10.** Governing Law. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Georgia without reference to their conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.

**14.11.** Forum Selection. The Parties agree that all actions and proceedings arising out of or related to this Agreement, except as necessary to enforce indemnity or defense obligations, will be brought only in a state court located in Richmond County, Georgia or in the United States District Court for the Southern District of Georgia. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

#### 14.12. Jury Trial Waiver.

#### 14.12.1. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM,

#### COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

**14.12.2.** If the jury waiver is held to be unenforceable, the Parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws, or regulations. The arbitration will be conducted in accordance with the arbitration rules promulgated under the CPR Institute for Dispute Resolution's ("CPR") Rules for Non-Administered Arbitration of Business Disputes then prevailing. To the extent that the provisions of this Agreement and the prevailing rules of CPR conflict, the provisions of this Agreement will govern. The arbitrator(s) will be required to furnish, promptly upon conclusion of the arbitration, a written decision, setting out the reasons for the decision. The arbitration decision will be final and binding on the parties, and the decision may be enforced by either Party in any court of competent jurisdiction. Each Party will bear its own expenses and an equal share of the expenses of the third arbitrator and the fees, if any, of the CPR.

**14.12.3.** The Parties agreement to waive their right to a jury trial will be binding on their respective successors and assignees.

**14.13.** Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email. All legal notices shall be clearly identified as such.

**14.14. Severability.** If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

**14.15.** Force Majeure. Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance.

**14.16.** No Third Party Rights. This Agreement is entered into only for the benefit of Customer and Itron and no other person or entity shall have the right to enforce any of its terms.

**14.17.** Authorization. Each Party represents and warrants that the signing, delivery and performance of this Agreement has been properly authorized.

**14.18.** Counterparts. This Agreement may be executed by facsimile or scan and in counterparts, which taken together shall form one legal instrument.

[Signature Page Follows]

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#### SIGNATURE PAGE TO MASTER SALES AGREEMENT TERMS AND CONDITIONS

#### **AGREED:**

Itron, Inc.

Customer

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

#### TRANSACTION SUMMARY TO MASTER SALES AGREEMENT

Technology & Services Addendum to Master Sales Agreement		
1. Equipment Purchase & Warranty Schedule Addendum        \Box		
2. Software License Addendum	$\boxtimes$	
3. Maintenance & Support Services Addendum	$\boxtimes$	
4. Installation/Implementation Services Addendum	$\boxtimes$	
5. Itron Mobile Addendum		
6. Software-AS-A-Service Addendum	$\boxtimes$	
7. Order Document	$\boxtimes$	

**Pricing Summary** (Attached)

Q-00010241 Ver1 Feb dated February 6, 2025

#### Identification of Licensed Software (*if applicable*)

**Application Name** 

FCS

License Term

⊠ Perpetual

□ Fixed Term (Click here to enter text. Years)

( *Check if fixed term license requires purchase of software maintenance and support services*)

Usage

Tier Limitation, if applicable (Maximum Usage: Click here to enter text.)

<b>Billing Information</b> ( <i>if applicable</i> )			
Ship Software to Conta	act Name:		
	A .1.1		
	City / State / Zip:		
Billing Contact	Contact Name:		
Information	Address:		
	East Manual and		
Renewal Notice	Contact Name:		
Contact Information	Address:		
	City / State / Zip:		

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Item 14.

Purchase Order Number: \_

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## **EQUIPMENT ADDENDUM**

#### **1** Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

#### 2 Additional Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third Party Equipment.

Firmware means the object code version of software embedded in Equipment.

**Itron Equipment** means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

**Third-Party Equipment** means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

**Warranty Period** means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

#### **3 Ordering Equipment.**

Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.

#### 4 Invoicing.

Itron will invoice Customer for Equipment, any related surcharges, and reimbursable shipping-related expenses, on or after the date of shipment.

#### 5 Ordering, Lead Time & Ship Date.

Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.

#### 6 Order Cancellation & Rescheduling.

Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.

#### 7 Forecasts.

Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.

#### 8 Shipment, Title & Risk of Loss.

Itron will ship Equipment to the location specified in the applicable Purchase Order. Unless otherwise provided in a Pricing Summary to this Agreement, Customer is responsible for reimbursing Itron's freight, insurance, and other shipping expenses, which will be invoiced to and paid by Customer. At Customer's request, Itron will make shipping arrangements with Customer's designated carrier to ship Equipment from the production facility to the final delivery destination on Customer's account, if Customer provides Itron with account and other information required by Itron to make such arrangements. Otherwise, Itron will select the carrier. risk of loss and title to Equipment shall transfer to Customer upon shipment. Itron may charge Customer reasonable storage fees if Customer's designated carrier fails to take delivery of Equipment within five (5) business days of the date Itron makes such Equipment available for shipment.

#### 9 Documentation.

Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

#### **10 Equipment Firmware.**

The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

#### 11 Returns.

Except as provided in <u>Section 12</u> below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures. With the exception of Itron meter-reading equipment, Customer's right to return Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

#### 12 Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.

#### **13 Itron Equipment Warranty Exclusions.**

The above warranty and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment in poor operating condition due to: (a) changes or repairs made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, Third Party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a Third Party's misuse, abuse, negligence, or failure to store, install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a Third-Party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

#### 14 Integration of Itron Equipment.

If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.

#### 15 Equipment End of Sale.

#### 15.1 Notice.

During the applicable pricing period, Itron will provide Customer with no less than one hundred and eighty (180) days' notice before discontinuing the sale of any Itron Equipment set forth in an Order Document, provided that Customer has purchased such Itron Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Customer may place non-cancellable non-returnable "last time buy" Purchase Orders for any Itron Equipment identified in the end of sale notice, unless such discontinued sale is due to a Force Majeure event in which case the last time buy will be governed by the Force Majeure event notification. Customer must take delivery of all such Itron Equipment ordered within one hundred and eighty (180) days of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Itron does not guarantee the availability of Third-Party Equipment. Itron's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Customer with any end of sale notice that Itron receives from the Third-Party Equipment manufacturer.

#### **15.2 Replacement Itron Equipment**

Itron will not end of sale any Itron Equipment during the pricing period without making functionally equivalent replacement equipment available for purchase by Customer, provided such functionality is listed in the Itron Documentation for such Itron Equipment in use by Customer. Any such replacement equipment will be backwards compatible and interoperable with other Itron Equipment to the same extent as the Itron Equipment it was designed to replace. Itron may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Itron is unable to disable any new functionality

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or features in the replacement equipment, or Customer elects to purchase such new functionality or features, charge Customer the applicable fees for such new functionality or features.

#### 16 Third-Party Equipment Warranty.

Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

#### 17 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 16 (Third-Party Equipment Warranty) and 17 (Survival).

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## **Itron Equipment Warranty Table**

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Te	erms	
100W+ series water module (including battery) 500W series water module	Each 100W+ and 500W series water module (ind a "Water Module" and collectively, the "Water 20-year warranty consisting of 10 years of wa Section 12 ("Itron Equipment Warranty") fold discounts against replacement products, as descr Warranty Period: 10 years from date of shipme Discount Period: If a Water Module (including b ten-year period following expiration of the appli (the "Discount Period"), subject to applicable under Section 13 (Itron Equipment Warranty provide Customer with a discount off Itron's the any available Itron water module to replace the (including battery) per the discounts set forth be	<b>Modules</b> ") receives a rranty coverage under wed by 10 years of ibed below: ent. attery) fails during the cable Warranty Period e warranty exclusions Exclusions), Itron will n-current list price for e failed Water Module	
(including battery), excluding 500W series cellular water module	10-year Discount Period following 10-year Warranty Period	Discount	
	Years 1 through 5	50%	
	Years 6 through 10	25%	
	Itron replacement water modules will be compatible with an Itron- supported water module reading solution. Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.		
500W series cellular water module (including battery)	Each 500W series cellular water module (include "Cellular Water Module" and collectively, in Modules") receives a 20-year warranty consist warranty coverage under <u>Section 12</u> (Itron followed by 10 years of discounts against replied described below: Warranty Period: 10 years from date of shipment Discount Period: If a Cellular Water Module (in during the ten-year period following expirating Warranty Period (the "Discount Period"), warranty exclusions under <u>Section 13</u> ("Itron Exclusions"), Itron will provide Customer with then-current list price for any available Itron cereplace the failed Cellular Water Module (includiscounts set forth below:	the " <b>Cellular Water</b> sting of 10 years of Equipment Warranty) acement products, as  ncluding battery) fails on of the applicable subject to applicable Equipment Warranty a discount off Itron's Ilular water module to	
	10-year Discount Period following 10-year Warranty Period	Discount	
	Year 1	70%	
	Year 1 Year 2	70% 65%	
	Year 2	65%	
	Year 2 Year 3	65% 60%	
	Year 2 Year 3 Year 4	65% 60% 55%	
	Year 2 Year 3 Year 4 Year 5	65% 60% 55% 50%	
	Year 2 Year 3 Year 4 Year 5 Year 6	65% 60% 55% 50% 45%	

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Itron Equipment or Repair Service	Warranty Period and Additional Warranty T	erms
	Year 10	25%
	Itron replacement water modules will be com supported water module reading solution.	patible with an Itron-
	Warranties on the applicable Water Modules sh Water Module is used in connection with a third that has not been approved by Itron in writing; o the two (2) battery version of such 500W Water for more than two (2) consecutive years.	d-party reading system or (b) Customer utilizes
CGR ACT Module (CAM)	Warranty Period: 5 years from date of shipmen	nt.
Itron Leak Sensor		
CENTRON Electric Meter	Warranty Period: 3 years from date of shipmen	nt.
Intelis Gas Meter/Intelis 250		
Gas Meter/Intelis 425 Gas		
Meter		
SENTINEL Electric Meter		
QUANTOMETER (MZ) Gas	Warranty Period: 2 years from date of shipmen	nt.
Meter		
ROTARY (DELTA) Meter		
TURBINE (FLUXI) Gas Meter		
Repairs or updates for out-of- warranty electricity meters	Additional Warranty Terms: Itron shall p updates with reasonable care and in a diligent a Itron's sole obligation in connection with repair be, at its option, to correct or re perform repair Customer the amount paid for the repairs/up report any deficiencies in repair work to Itron in of shipment to receive the remedies described h	and competent manner. or update failures shall rs/updates or refund to dates. Customer must writing within 90 days herein.
Repairs or updates for out-of- warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes	Additional Warranty Terms: Itron shall p updates with reasonable care and in a diligent a Itron's sole obligation in connection with repair be, at its option, to correct or re perform repair Customer the amount paid for the repairs/up report any deficiencies in repair work to Itron in of shipment to receive the remedies described h	and competent manner. or update failures shall rs/updates or refund to dates. Customer must writing within 90 days
All other Itron Equipment not listed above.	Warranty Period: 1 year from date of shipmer	

[End]

1. The Licensed Software. The Itron software licensed under this Addendum (the "*Licensed Software*" is identified in the Transaction Summary and in the pricing summary.

2. Software Maintenance & Support. Note: Customers licensing Licensed Software in connection with Cloud Infrastructure service are required to purchase software Maintenance & Support Services for term of the Cloud Infrastructure service.

**3.** License Grant. Itron hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license – within the Territory and for the Software License Term, subject to payment of license fees and compliance with the terms and conditions of this Addendum and the Agreement – to: (i) use, make, execute, display, and perform the Licensed Software in object code form for Customer's own internal business purposes and only in connection with the number of specified endpoints. The "*Territory*" shall be the United States of America – or Canada, if Customer is a Canadian company that will be operating the Licensed Software in Canada. The Software License Term is identified in the Transaction Summary.

4. Third-Party Software. All software developed by a third-party and sublicensed by Itron is subject to the licensing terms of the third-party developer, a copy of which terms shall be given to Customer. Such third-party software does not include software incorporated or embedded into hardware and software manufactured or developed by Itron.

5. **Restrictions.** In addition to those restrictions, terms, and conditions set forth in the Agreement – and as a condition to the license grant under Section 3, above – Customer shall not (a) modify or create any derivative works from the Licensed Software or the documentation provided with the Licensed Software ("Documentation"), (b) include or combine the Licensed Software with any software or with any equipment or hardware other than as authorized by Itron, (c) use the Licensed Software to provide processing services to third-parties or on a service bureau basis, (d) reverse assemble, decompile, reverse engineer the Licensed Software or otherwise attempt to derive its source code, (e) transfer any copy of the Licensed Software from the authorized system to any other computer hardware or system, except in case of malfunctioning or defective computer hardware or system – and then only temporarily and with the consent of Itron; or (viii) export the Licensed Software or any copy or direct product thereof out of the United States except in compliance with applicable export laws and regulations. Customer may only make copies of Documentation as reasonably necessary for the use contemplated under the Agreement; provided, however, that Customer may not copy the Licensed Software other than to make one machine readable copy for disaster recovery or archival purposes. Installation of the Licensed Software shall be limited to one production environment and one test environment. The Licensed Software and Documentation is the Confidential Information of Itron. Customer recognizes and agrees that any breach of the preceding restrictions by Customer shall constitute a material breach of this Addendum by Customer, and, at the option of Itron, shall result in revocation and immediate termination of all rights and licenses granted hereunder. Customer further recognizes and agrees that nothing in this Section shall be construed as prohibiting Itron from pursuing any and all remedies in the event of such breach or violation, and Itron hereby expressly reserves such rights and remedies.

6. Reservation of Intellectual Property Rights by Itron. Itron (and third party developer in the case of sublicensed software) retains all right, title and interest, and all ownership, in and to the Licensed Software and Documentation, including but not limited to all patent, copyright, trade secret, proprietary and other intellectual property rights in the Licensed Software and Documentation and in any modifications and derivative works. Itron (and third party developer in the case of sublicensed software) reserves the sole right to modify and update the Licensed Software. Customer will not take any action that might impair or challenge in any way any right, title or interest of Itron (or the applicable third party developers in the case of sublicensed software) in any such intellectual property rights. Customer must not alter or remove trade names, trademarks, services marks, or copyright notices and any other proprietary notices or trademarks on any Licensed Software or Documentation.

**7. Software Delivery.** Licensed Software will be delivered on the date and in the manner agreed to by the Parties.

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**8.** Limited Warranties. The following warranties are the sole and exclusive warranties offered by Itron in connection with the Licensed Software.

**8.1. Itron Software.** Itron represents and warrants that for a period of ninety (90) days from the date of delivery to Customer, the Itron Software will operate substantially in conformance with the applicable Specifications. Customer's sole remedy for a breach of this warranty – if Itron has failed to cure the breach of warranty within in a reasonable period – will be the refund of license fees for the Licensed Software. Itron Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer's license to Itron Software for which it has received a refund hereunder shall terminate upon its receipt of a refund. The foregoing warranty does not cover third party software.

8.2. Third Party Software. ITRON IS NOT THE OWNER OF THE THIRD PARTY SOFTWARE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, AND FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE THIRD PARTY SOFTWARE. WITH RESPECT TO ITRON, CUSTOMER IS PROVIDED THIRD PARTY EQUIPMENT "AS IS." THIRD PARTY SOFTWARE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE THIRD PARTY SOFTWARE LICENSOR. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THIRD PARTY SOFTWARE.

Itron agrees to act as a liaison with the third party software licensors in regard to the third party software warranties, if any, and will use its commercially reasonable efforts to assist Customer in enforcing those warranties.

**9. Exclusions from Liability.** Itron shall have no obligation to Customer to the extent any Licensed Software is adversely affected by: (i) use of the Licensed Software in combination with any equipment, computer hardware and peripheral devices, operating system software, device drivers, third party software programs, computer graphic elements, and the like that are not authorized by Itron; (ii) any modification, fix, update or upgrade to the Licensed Software that is made other than by Itron; (iii) the use of a version of Licensed Software that is not supported by Itron; (iv) Customer's failure to implement a fix, update, or upgrade to Licensed Software provided by Itron; (v) the maintenance or support of Licensed Software other than by Itron; (vi) viruses introduced through no fault of Itron; or (vii) Customer's failure to follow installation, set up, and configuration instructions as described in the Documentation.

**10.** Effect of Termination for Cause. Upon termination of this Addendum for cause, Customer shall immediately discontinue use of the Licensed Software and Documentation and will destroy or return to Itron any and all copies of the Licensed Software and Documentation and certify to Itron in writing within fourteen (14) days after such termination that Customer has destroyed or has returned to Itron the Licensed Software and Documentation. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of this Addendum for cause will not restrict either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination of this Addendum for cause, Itron will have no further obligations to Customer in any respect whatsoever with respect to the Licensed Software. For avoidance of doubt – notwithstanding the foregoing, upon termination of this Addendum for cause no license, express or implied, is granted to Customer to any Itron intellectual property rights in the Licensed Software and Documentation.

**11. Open Source.** In the event that Itron identifies open source components within the Itron Software and provides Customer with the applicable license(s), Customer is required to accept and will comply with all such licenses.

#### 12. License Compliance Verification.

**12.1. Records.** Customer agrees to create, retain, and provide to Itron and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that

Customer's use of all Licensed Software is in compliance with the license terms and conditions of this Addendum and the Agreement, including, without limitation, all of Itron's applicable licensing and pricing terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with the license terms and conditions of this Addendum. Customer, at Itron's request, will provide records and other information to demonstrate compliance with license terms and conditions of this Addendum and the Agreement.

**12.2. Verification Process.** Upon reasonable notice, Itron may verify Customer's compliance with the license terms and conditions of this Addendum at all sites and for all environments in which Customer uses (for any purpose) Licensed Software. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during normal business hours. Itron may use an independent auditor to assist with such verification, provided Itron has a written confidentiality agreement in place with such auditor.

**12.3. Resolution.** Itron will notify Customer in writing if any such verification indicates that Customer has used any Licensed Deliverable in excess of its authorized use or is otherwise not in compliance with the licensing terms and conditions of this Addendum or the Solution Document. Customer agrees to promptly pay directly to Itron the charges that Itron specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

**12.4.** No Restriction on Seeking Injunctive Relief. Nothing in this Section 12 in any way limits or restricts Itron's right to seek injunctive relief for Customer's non-compliance with licensing terms and conditions of this Software Licensed Agreement Document.

**13. Invoices.** Itron will invoice Customer one hundred percent (100%) of the license fees for the Licensed Software upon delivery to Customer in the manner agreed upon.

**14. Surviving Provisions.** In addition to the Sections identified in the survival provisions of the Agreement, the following sections of this Addendum will survive expiration and termination of this Addendum and the Agreement: 6 ("Reservation of Intellectual Property Rights by Itron"), 9 ("Exclusions from Liability"), 10 ("Effect of Termination"), 12 ("License Compliance Verification").

#### [End of Addendum]

## MAINTENANCE AND SUPPORT SERVICES ADDENDUM

#### **1** Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

#### 2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

**Annual Fees** means the annual Fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

**Client Services Guidelines Documents** means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at +1(877) 487-6602 or such other number or process provided by Itron to Customer.

**Covered Equipment** means Itron equipment identified in an Order Document for which Customer has purchased Maintenance Services.

**Covered Firmware** means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

**Covered Products** mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

**Covered Software** means Itron software identified in an Order Document for which Customer has purchased Maintenance Services.

**Error** means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

**Fix** means a correction or workaround for an Error.

**Global Support Services** means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

**Improvement** means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

**M&S Commencement Date** means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	Itron DI Applications: Date Itron DI Application is initially allocated in the DI Platform for Customer endpoint download following receipt of an accepted Purchase Order. Other Itron Software: First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a- Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the

Covered Product	M&S Commencement Date	
	applicable Statement of Work, or (b) seven (7)	
	days after completing application system setup	
	and the Customer has been provided valid access	
	credentials for such Service Offering	
Covered Equipment	overed Equipment End of warranty period	
Third Party Covered Products	Per applicable third-party service provider terms and conditions	

**Maintenance Billing Cycle** means a period of one (1) year beginning on January 1<sup>st</sup> of each calendar year.

Maintenance Services means services provided under this Addendum.

**Operating Condition** means performance in accordance with applicable published Itron specifications.

**Primary Services Contacts** means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

**Service Levels** means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

**Service Offering** has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

**Third Party Covered Products** means third-party equipment and third-party software identified in an Order Document for which Customer has purchased Maintenance Services.

#### 3 Principal Services Contacts

#### 3.1 Designation by Customer

Customer shall designate a minimum of one (1) and not more than two (2) Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact, Customer and Itron acknowledge that each Primary Services a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

#### 3.2 Training of Principal Services Contacts

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

#### 4 Global Support Services & Service Requests

4.1 Global Support Services

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

#### 4.2 Service Request Process

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

#### 4.3 Field Support

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

#### 5 Itron Firmware and Software Maintenance

#### 5.1 Scope

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

#### 5.2 Modifications

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

#### 5.3 Fixes

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

#### **5.4 Improvements**

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the product's original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

#### 5.5 Software Releases

- **5.5.1** Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X."
- **5.5.2** The first place, "**X**.X.X.", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.
- **5.5.3** The second place, "X.X.X.", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous

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Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

- **5.5.4** The third place, "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 Severity 4 issues for a specified Minor or Major Release.
- **5.5.5** The fourth place,"X.X.X.**X**", in Itron's numbering convention refers to a "Hot Fix," which is an unscheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

#### 5.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable Fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

#### 5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

#### 5.8 Support for Other On Premise Covered Software

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

#### 5.9 Support for SaaS or IaaS

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

#### 5.10 Support for Unsupported Itron Software and Firmware

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then-current rates.

#### 5.11 Mandatory Revisions

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, thirdparty concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABILE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

#### 5.12 Installation Services for On Premise Releases

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

#### 5.13 Restoring Firmware or Software to Maintenance Services

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

#### 5.14 Exclusions

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software; (ii) modification or installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

#### 5.15 Documentation and Backup

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

#### 5.16 Customer Responsibilities

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

#### **5.16.1 Service Requests**

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

#### 5.16.2 Data Review

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

#### 5.16.3 Installation and Upgrades

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

#### 5.16.4 Remote Access

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

#### 5.16.5 System Configuration, Operation and Maintenance

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered

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exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

#### 5.16.6 Network Administration

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

#### 5.16.7 Database Administration

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

#### 6 Itron Equipment Maintenance

#### 6.1 Maintenance Procedures

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

#### 6.2 Exclusions

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

#### 6.3 Estimated Fees

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

#### 6.4 Adding/Restoring Equipment to Maintenance Services

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment

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following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this Section.

#### 6.5 Equipment Responsibilities

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

#### 7 Fees and Invoicing

#### 7.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass through price increases for Maintenance Services on Third-Party Covered Products that Itron receives from the third-party service provider on behalf of the Customer.

#### 7.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of the following Maintenance Billing Cycle.

#### 7.3 Renewal Notice

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

#### 7.4 Purchase Order

Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Customer shall submit a Purchase Order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

#### 8 Support for Third Party Products

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

#### 9 End of Support

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At

Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

#### 10 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 5.14 (Exclusions), 6.2 (Exclusions), 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

## **Attachment 1 to Maintenance & Support Services Addendum**

- Software Maintenance & Support Service Levels -

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 1*	During regular business-	Itron will make diligent efforts	An unresolved Service
Business Impact: Critical Impact /	hours Itron will begin the Service Request process during Customer's initial call.	on a 24x7 basis, or as otherwise agreed by the Parties, to:	Request shall be escalated to Itron management as follows:
	-	<ul> <li>i) restore Covered Firmware or Covered Software with a change to eliminate root cause,</li> <li>ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4.</li> <li>Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.</li> </ul>	After30minutes:TechnicalCustomerSupport Team LeadAfter8hours:Manager,TechnicalClient ServicesAfter16hours:Director,Global SupportServicesAfter48hours:Service Request.VicePresident,ServicesAfter72hours:President,Itron

Severity Level	Response Times	Effort Level and Restoration	Escalation Item 14.
Severity Level 2* Severity Level 2* Business Impact: Major impact, degraded Operation. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	Response Times         During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day.         While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties.         Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.	An unresolved Service Request shall be escalated to Itron management as follows: After 1 hours: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 24 hours: Director, Global Support Services After 30 Days: Vice President, Services and Delivery

Soverity Lovel	Decrease Times	Effort Lovel and Dectoration	Ecolotion	ltem 14.
Severity Level 3** Business Impact:	Response Times During regular business- hours Itron will respond to Customer regarding	Effort Level and Restoration Itron will work during normal business hours to:	Escalation	
Minor Business Impact, compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.	Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.		
Severity Level 4 <b>Business Impact:</b> <b>Standard Operations</b> <b>intact</b> . A low or no- impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic	During regular business- hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.		
Error or an Error which does not degrade Customer's use of the product or system.				

\* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

\*\* Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

[End]

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## **TECHNOLOGY & SERVICES ADDENDUM**

## – Installation/Implementation Services –

**1. Scope.** This Addendum applies where: (a) Customer is purchasing installation services for Equipment, or (b) Customer is purchasing implementation services for the set-up, configuration, and validation of Licensed Software, Software-as-a-Service, Managed Services, or Cloud Infrastructure Service.

**2. Invoicing**. Itron will invoice Customer for Services as set forth in the applicable SOW or pricing summary. Services performed on a time and materials basis will be invoiced at the end of the calendar month in which they are performed. Services performed on a fixed fee basis will be invoiced as set forth on the applicable SOW or, if not set forth on a SOW, upon completion.

**3.** Authorized Services. Customer will not pay for, and Itron is not required to provide any services, for which both a statement of work and purchase order have not been issued by Customer and accepted by Itron. All changes to scope of work must be approved pursuant to the change request procedures of the Agreement or applicable statement of work.

4. **Customer Responsibilities.** Customer shall timely perform all of its assigned, implied or assumed responsibilities under each statement of work using qualified personnel. Customer shall also provide Itron with reasonable cooperation in connection with the services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

**5. Reference Information.** If Customer provides Itron any reference information, designs, technical information, or other information required to be provided by Customer in connection with the services (collectively, the "*Reference Information*"), Itron shall be entitled to rely on the accuracy of such Reference Information.

6. Delays. To the extent Customer's failure to adhere to Section 4 or Section 5 results in any delay or increases Itron's cost of performing the services, the delay shall be excused, and Itron reserves the right to increase its fees as necessary to offset its increased costs of performing the services. Itron will provide Customer with reasonable evidence of its increases costs of performing the services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances

7. Express Warranties for Professional Services. The warranty period for services provided is ninety (90) days beginning from the completion date of the services. Unless otherwise expressly provided in a statement of work or other document expressly incorporated into the Agreement, as the sole and exclusive warranties offered by Itron in connection with this Addendum and each statement of work under it, Itron warrants to Customer that:

7.1. Services. Services will be provided in a timely, professional, and workmanlike manner.

**7.2. Itron Personnel.** Itron personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Addendum and applicable statement of work.

**7.3. Remedies.** As Itron's sole and exclusive liability and Customer's sole and exclusive remedy for any material noncompliance by Itron with the warranties provided under this Section, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within the applicable notice period. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer the amount paid for the services.

## Software-AS-A-Service ADDENDUM

## **General SaaS Terms and Conditions**

#### **1** Relationship to General Terms and Conditions.

This Software-as-a-Service Addendum (this "Addendum") is governed by the General Terms and Conditions of this Agreement and applicable Order Documents.

#### 2 Entire Addendum.

This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.

#### **3** Order of Precedence.

In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.

#### 4 Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron's annual price increase.

**Endpoint** means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

**Deidentified Data** means information that cannot reasonably be used to infer information about a Customer end user. Deidentified Data does not include Personally Identifiable Information (PII).

**General SaaS Terms and Conditions** means the terms and conditions set forth in the main body of this Addendum comprised of <u>Sections 1</u> ("Relationship to General Terms and Conditions") through <u>19</u> ("Roles and Responsibilities").

**Maintenance Services** means services provided under the Maintenance and Support Services Addendum.

**Minimum Subscription Term** means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

**One-Time Setup Fee** means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

**Recovery Point Objective** or **RPO** means the maximum tolerable time period which data might be lost from production Software due to a service interruption event.

**Recovery Time Objective** or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

**SaaS** means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

**SaaS Billing Cycle** means a period of one year beginning on the Effective Date or any anniversary thereof.

**SaaS Application Availability** means the total number of minutes in a calendar month that the applicable Software is available via (a) a web browser client, (b) web services interface and (c) thin

client. Scheduled downtime is excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

**Servers** means the physical computer hardware owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

**Service Offering** means SaaS, plus any services that are additional or supplemental to SaaS, as described in the applicable Special Terms and Conditions.

**Service Offering Commencement Date** means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

**Software** means each machine readable (object code) versions of computer program identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

**Special Terms and Conditions** means Service Offering-specific terms and conditions set forth on <u>Attachment A</u> to this Addendum.

**Subscription Fees** means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Where Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and wishes to purchase a Service Offering for such Software ("**Hybrid SaaS**"), license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

**Subscription Term** means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

#### 5 Access Rights and Restrictions.

#### 5.1 Access Rights.

SaaS is only available for Itron Software identified in the table set forth in this <u>Section 5.1</u> below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS, shall include Software licensing fees and Maintenance Services support Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement).

Itron Software Eligible for SaaS	
ACE VISION	IntelliSOURCE Express
ChoiceConnect Fixed Network	Itron Enterprise Edition
Distributed Intelligence (Riva system)	Itron Enterprise Edition Service Mode
Distributed Intelligence (GenX system)	Itron Mobile
EMMSYS	MV-90 xi
Everblu FN (Fixed Network)	
FDM Tools	
	Itron Security Manager
Field Tools Advanced	Operations Optimizer
Field Tools Basic	
	Temetra

#### 5.2 Restrictions on Use

Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means;

(c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (I) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

#### 5.3 Content Restrictions

Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

#### 5.4 Breach of Restrictions.

Customer's breach of the restrictions set forth in <u>Section 5.2</u> ("Restrictions on Use") or <u>Section 5.3</u> ("Content Restrictions) shall constitute a material breach of the Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

### 6 Invoicing and Payment.

Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. Initial Subscription Fees shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may discontinue a Service Offering by providing Customer with written notice of discontinuance no less than 180 days prior to the commencement of a SaaS Billing Cycle. Otherwise, Itron will provide Customer with a renewal notice for the Service Offering at least 120 days prior to the commencement of each SaaS Billing Cycle. Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than 90 days prior to the commencement of a SaaS Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each SaaS Billing Cycle, Itron will provide Customer with an invoice for Subscription Fees payable by Customer for the forthcoming SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum Subscription Term. Maintenance Services fees and license fees relating to Hybrid SaaS will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron has the right to adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary. Subscription Fees adjusted as a result of Customer exceeding the applicable tier are typically invoiced within thirty (30) to sixty (60) days after provisioning of each respective Endpoint occurs.

### 7 Monthly Application Availability Service Level

#### 7.1 Service Level.

Provided Customer has paid all applicable Fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("**Monthly SaaS Application** Availability Service Level"). The Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis for all SaaS Application Availability Service Level measurements and calculations.

#### 7.2 Service Level Credits.

As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, Subject to the service level exclusions in <u>Section 8.1</u> (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)		
Monthly SaaS Application Availability performance (% of monthly Subscription Fee for applicable SaaS Application)		
≥99.0% and <99.5%	2%	
≥98.0% and <99.0%	4%	
≥96.5% and <98.0%	10%	
≥95.0% and <96.5%	12.5%	
<95.0%	20%	

#### 8 Service Level Exclusions; Disclaimers.

#### 8.1 Service Level Exclusions.

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under <u>Section 11</u> ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in this Agreement.

#### 8.2 Disclaimers.

#### (a) Third-Party Content Disclaimer.

Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "Third-Party Content") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

#### (b) Use of SaaS with Third-Party Devices.

Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. In particular, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

#### 9 Sizing of Software-as-a-Service.

Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

#### 10 Conditions on Use of Service.

Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

#### **11** Suspension or Restriction of Service.

Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of <u>Section 5.2</u> ("Restrictions on Use"), <u>Section 5.3</u> ("Content Restrictions") or <u>Section 10</u> ("Conditions on Use of Service"), until such breach is cured.

#### 12 Incident Management.

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

#### 13 Customer Technical Responsibilities.

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

#### 14 User IDs and Passwords.

Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

#### 15 Planned Maintenance.

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

### 16 Unplanned Maintenance.

Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

#### **17 Business Continuity.**

17.1 Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Monthly SaaS Application Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any

system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geodiverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

17.2 All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

#### 18 Disaster Recovery.

18.1 Disaster Recovery ("**DR**") is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("**FAN**") communications in the event DR is needed. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer.

18.2 In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

#### 19 Roles and Responsibilities.

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		Р
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		Р
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	Р	
Maintain skill sets necessary to properly support the SaaS.	Р	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	Р	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	Р	
Administer associated Linux, Unix, and Windows operating systems.	Р	
Apply operating system and other third-party security patches and critical updates as appropriate.	Р	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	Ρ	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	Р	
Monitor communications and support communications troubleshooting activities for the SaaS.	Р	
Perform software upgrade activities.	Р	

Description of service or deliverable	Itron	Customer
Maintain and administer the SaaS Server databases.	Р	
Manage upload and submission of meter data files; work with Itron when problems are identified.		Р
Provide and maintain a Secure FTP or equivalent if included in the SOW.	Р	
Perform regular system, database, and custom component backups in accordance with selected service level.	Р	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	Ρ	

#### 20 Deidentified Data

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.

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# **Attachment A**

**Special Terms and Conditions – AMI Essentials (Water and Gas).** The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for AMI Essentials (Water and Gas):

- **1** Mobile Device Software.
  - (a) License Grant. Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "Mobile Device Software") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "Mobile Device") strictly in accordance with the Documentation.
  - (b) License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.
  - (c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "Directives") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.
  - (d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "Warranty Period"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the Warranty Period set forth in this Section 1(c), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to nonconformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under Maintenance and support terms.
  - (e) Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will

be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

#### 2 Compatible Mobile Devices.

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any Devices that do not meet Itron minimum requirements.

#### 3 Disclaimer of Liability.

Mobile Device Software requires Internet connectivity, which Customer is solely responsible for procuring. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

#### 4 Business Continuity and Disaster Recovery.

The following shall replace <u>Section 17</u> ("Business Continuity") and <u>Section 18</u> ("Disaster Recovery") of the General SaaS Terms and Conditions in its entirety:

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

#### 5 Recovery of Customer Data at the end of the Agreement or SaaS Service.

At the end of the Term of the Agreement or SaaS service (unless the Agreement or SaaS service is renewed pursuant to duly executed amendment or a new agreement), or in the event of its early termination in accordance with the terms of the Agreement, Customer will confirm to Itron in writing, no later than on the effective date of expiration or termination, its decision to close the SaaS service ("Closure Confirmation"). Provided that Itron has received the Closure Confirmation from Customer within the aforementioned period, Itron will maintain Customer's access to the system for a maximum period of three (3) months from receipt of the Closure Confirmation, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS service, or the format already supported by the SaaS service. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable. if Customer fails to pay undisputed amounts due, Itron has no obligation to maintain Customer's access to the System tot and reinstate Customer's access to the System upon payment of a reinstatement fee.

#### 6 Connectivity

Data transmission between an End Point and the Head End System ("**Connectivity**") is provided by a third-party carrier network. In the event of a disruption in Connectivity, Itron will use commercially reasonable efforts to assist the network carrier to resolve the disruption.

#### **7 AMI Essentials Use Restrictions**

7.1 Limitations. Customer's use of AMI Essentials (Water & Gas) shall be permitted as follows:

**7.1.1 Conventional AMI Use Cases.** Customer will use AMI Essentials (Water & Gas) for conventional AMI use cases. Conventional AMI use cases include (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, ondemand reads, meter pings, and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

#### 7.1.2 New Use Cases

If Customer requests additional use cases, Itron or its contracted partner will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

#### 8 Service Levels

This <u>Section 8</u> sets forth the read rate service levels for AMI Essentials (Water & Gas). The read rate service level commitments are outlined below and are contingent upon Customer's purchase of (and ongoing right to receive) AMI Essentials (Water & Gas) in accordance with the Agreement.

#### 8.1 Service Level Definitions.

**Available Endpoint** is an Endpoint that meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed according to Itron installation instructions; (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in

Itron's data collection platform; (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days; (d) adequate cellular coverage signal quality is measured, as defined by applicable product specifications; (e) cellular coverage is not affected by temporary or permanent obstructions or other conditions outside of Itron's control; (f) Customer operates and maintains the Endpoint according to Itron's published policies and procedures; (g) the solution has been optimized as part of the deployment process, including read times to support optimal performance and avoid network congestion; (h) there are no gaps in cellular coverage or wireless carrier interruptions. An Endpoint will not be considered an Available Endpoint under any of these conditions have not been met: (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, or (b) the Endpoint if it is under field investigation.

**Billing Read Rate** means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

### 8.2 Service Level Report

Itron will deliver a monthly service level report that identifies performance against service levels. If Itron does not meet a service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

#### 8.3 Service Level Commitment

Provided Customer has paid all SaaS Subscription Fees, the average monthly read rates of Available Endpoints during the Term of this Agreement will meet or exceed the service level commitments as set forth in the table below. Itron records and data will be the sole basis for all Read Rate measurements and calculations.

Service Level	Monthly Service Level Commitment	Credit (% of monthly Subscription Fee for applicable SaaS Application)
3-Day Billing Read Rate	96% - 98%	4%
	94% - 96%	10%
	< 94%	20%

### 8.4 Monthly Credit Limit

The cumulative Service Level Credit, if any, awarded to Customer in any single month may not exceed thirty percent (30%) of the Subscription Fee (pro rata monthly equivalent if billed quarterly or annually) for the month in question irrespective of the number of SLAs that may not have been met.

#### 9 Fees and Invoicing

The One-Time Setup Fee and Subscription Fees for the AMI Essentials (Water & Gas) Service Offering will be invoiced and paid in accordance with <u>Section 6</u> ("Invoicing and Payment") of the SaaS General Terms and Conditions, unless specified otherwise in a pricing summary or an Order Document.

#### 10 AMI Essentials (Water & Gas) - Daily Operational Roles & Responsibilities

Daily operations, Endpoint data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of AMI Essentials (Water & Gas). The table below lists the respective responsibilities of Customer and Itron for such daily activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed.	Ρ	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files	Ρ	S

		_	ltem 14.
Description of Service or Deliverable	Itron	Customer	nem 14.
that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.			
Perform read rate monitoring and reporting.	Р		
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	Р	S	
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	Р		
Perform Endpoint repair, replacement, or relocation as required.		Р	
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	Р	
Administration of the Managed Services platform applications to Service Levels.	Р		

#### 11 AMI Essentials (Water & Gas) – Environmental Management Roles & Responsibilities

In addition to the daily operational tasks, Customer and Itron each have responsibilities for monitoring and managing the operating environment of the AMI Essentials (Water & Gas) platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

#### P=Primary responsibility

#### S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		Р
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		Р
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	Р	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	Р	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		Р
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	Р	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	Р	
Administer associated Linux, Unix, and Windows operating systems.	Р	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	Р	
Update security appliances (if applicable) with new Endpoint related security files.	Р	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	Ρ	
Maintain anti-virus on all windows-based servers.	Р	
Perform the initial Network Devices configuration.	Р	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	Р	
Support solution upgrade activities.	Р	
Maintain and administer the Managed Services platform server databases.	Р	

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Description of Service or Deliverable	Itron	Customer	n 14.
Establish and manage the wireless backhaul contracts and accounts if applicable.	Р		
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	Р		
Manage upload and submission of meter data files; work with Itron when problems are identified.		Р	
Provide and maintain a Secure FTP.	Ρ		
Perform regular system, database, and custom component backups in accordance with selected service level.	Р		
Develop and maintain related standard operating procedures.	Ρ		
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	Ρ		
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	Ρ		
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	Ρ		
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	Ρ		

## **ORDER DOCUMENT**

This Order Document is governed by the Master Sales Agreement Terms and Conditions between Customer and Itron dated [Insert Agreement Start Date], including any amendments thereto (the "Agreement"). If there is a conflict between this Order Document and the General Terms and Conditions or any Addendum to the Agreement, the General Terms and Conditions and Addendum will control, except to the extent stated otherwise in this Order Document. Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the General Terms and Conditions and Addenda to the Agreement.

#### 1 Scope

This Order Document applies only to the products and/or services described in the pricing summary attached as <u>Attachment A</u> (the "**Deliverables**").

#### 2 Excessive Failure

The Agreement's Equipment Addendum is amended as follows:

a. Add the following definition to Section 2. Additional Definitions:

"Excessive Failure" means a failure rate of installed 500W Cellular Endpoints within any rolling twelve (12) month period that is greater than either, (a) 2% of Endpoints failing due to the same root cause, as verified by Itron, or (b) 4% of Endpoints failing from multiple individual root causes in the aggregate. An Excessive Failure shall not include any 500W Cellular Endpoints that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Section 13 ("Itron Equipment Warranty Exclusions") of this Equipment Addendum."

b. Replace Section 12. Itron Equipment Warranty with the following:

#### "12. Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. Except as otherwise provided in Section 12.1 ("Excessive Failure Remedies"), as Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itrondesignated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Except as otherwise provided in Section 12.1 ("Excessive Failure **Remedies**"), (A) Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer, and (B) Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table."

c. Add the following section as a new subsection of Section 12. Itron Equipment Warranty:

#### "12.1 Excessive Failure Remedies.

In the event of a suspected Excessive Failure, Customer shall promptly notify Itron. Upon receipt of such notice, Itron will promptly dedicate sufficient resources to thoroughly investigate and diagnose the cause of the failure. If an Excessive Failure is verified by Itron, it will develop a plan to eliminate the problem in all continuing production and to correct the problem in all failed 500W Cellular Endpoints that are covered by and not excluded from the warranties set forth in Section 13 ("**Itron Equipment Warranty** 

**Exclusions**" of this Equipment Addendum. If the plan requires that the failed 500W Cellular Endpoints be de-installed for repair or replacement, then Itron will, at its expense, (a) provide qualified field labor to de-install defective and accessible 500W Cellular Endpoints within Customer's service territory that are exhibiting the same failure mode in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Customer's actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under this Agreement, not to exceed \$25.00 per failed 500W Cellular Endpoints. The additional remedies for Excessive Failures under this Section will only be available if Customer: (i) promptly investigates all potentially defective 500W Cellular Endpoints identified on Customer's most recent system performance and maintenance reports, (ii) promptly returns all 500W Cellular Endpoints that fail to satisfy the warranties set forth in Section 12 ("**Itron Equipment Warranty**") of this Equipment Addendum below the Excessive Failure threshold to Itron in accordance

performance and maintenance reports, (ii) promptly returns all 500W Cellular Endpoints that fail to satisfy the warranties set forth in Section 12 (**"Itron Equipment Warranty**") of this Equipment Addendum below the Excessive Failure threshold to Itron in accordance with Itron's then-current RMA process, (iii) promptly notifies Itron in writing once Customer believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides Itron with access to such reports and other relevant Customer records as necessary for Itron to confirm Customer's compliance with the investigation, return and reporting requirements of this Section. The remedies set forth in this Section 12.1, when combined with the remedies set forth in Section 12 ("**Itron Equipment Warranty**") of this Equipment Addendum, shall be Customer's sole remedy in the event of an Excessive Failure."

### 3 Miscellaneous

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement remain in full force and effect, and (ii) this Order Document and the terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications.

Each Party has executed this Order Document by its duly authorized representative.

Itron, Inc.

Customer

Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

[End]

## Attachment A Pricing Summary



Information collection, analysis and application

#### Pricing Summary for

City of Augusta, GA

2111 N. Molter Rd. Liberty Lake, WA 99019 fax: 866-787-6910 www.itron.com

Q-00010241 Ver1 Feb February 6, 2025

Item	Part Number	Description		Qty	Unit Price	Extended Price	Notes
Wate	r Modules						(1)
1	ECW-1700-001	500W Cellular Water Pit Module The blended price of \$83 per unit price for the 72,849 cellular endpoints refle against the 22,081 Riva modules purchased by Augusta.	ects a credit (\$20)	72,849	\$83.00	\$6,046,467.00	
2	CFG-1601-001	500W Through Lid Mount Kit		72,849	\$3.56	\$259,342.44	
		Total Water Mod	ules			\$6,305,809.44	
Profe	ssional Services						(4)
3	Services	Professional Services				\$89,196.16	
4	T&E	Estimated Travel Expense			_	\$3,980.00	
		Total Professional Serv	ices			\$93,176.16	
Itron	Cloud Services						
	ectivity Access Se		15 000	10		Annual	(2)
5 6	3000-02244 3000-02244	AMI Essentials Connectivity Access Service - Year 1 AMI Essentials Connectivity Access Service - Year 2	15,000 30,000	12 12	\$0.50 \$0.50	\$89,856.00 \$179,712.00	
7	3000-02244	AMI Essentials Connectivity Access Service - Year 2 AMI Essentials Connectivity Access Service - Year 3	45,000	12	\$0.50	\$269,568.00	
8	3000-02244	AMI Essentials Connectivity Access Service - Year 5 AMI Essentials Connectivity Access Service - Year 5	45,000 60,000	12	\$0.50	\$359,424.00	
9	3000-02244			12			
-	3000-02244	AMI Essentials Connectivity Access Service - Year 5	73,333	12	\$0.50	\$439,294.00	
10		AMI Essentials Connectivity Access Service - Year 6	73,333		\$0.50	\$439,294.00	
11	3000-02244	AMI Essentials Connectivity Access Service - Year 7	73,333	12	\$0.50	\$439,294.00	
12	3000-02244	AMI Essentials Connectivity Access Service - Year 8	73,333	12	\$0.50	\$439,294.00	
13	3000-02244 3000-02244	AMI Essentials Connectivity Access Service - Year 9	73,333	12	\$0.50	\$439,294.00	
14		AMI Essentials Connectivity Access Service - Year 10	73,333	12	\$0.50	\$439,294.00	
15	3000-02244	AMI Essentials Connectivity Access Service - Year 11	73,333	12	\$0.50	\$439,294.00	
16	3000-02244 3000-02244	AMI Essentials Connectivity Access Service - Year 12	73,333	12	\$0.50	\$439,294.00	
17		AMI Essentials Connectivity Access Service - Year 13	73,333	12	\$0.50	\$439,294.00	
18	3000-02244	AMI Essentials Connectivity Access Service - Year 14	73,333	12	\$0.50	\$439,294.00	
19	3000-02244	AMI Essentials Connectivity Access Service - Year 15	73,333	12	\$0.50	\$439,294.00	
20	3000-02244	AMI Essentials Connectivity Access Service - Year 16	73,333	12	\$0.50	\$439,294.00	
21	3000-02244	AMI Essentials Connectivity Access Service - Year 17	73,333	12	\$0.50	\$439,294.00	
22	3000-02244	AMI Essentials Connectivity Access Service - Year 18	73,333	12	\$0.50	\$439,294.00	
23	3000-02244	AMI Essentials Connectivity Access Service - Year 19	73,333	12	\$0.50	\$439,294.00	
24	3000-02244	AMI Essentials Connectivity Access Service - Year 20	73,333	12	\$0.50	\$439,294.00	
		Total Connectivity Access Ser	VICe			\$7,927,264.05	
Teme	etra Advanced					Annual	(2)
25	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$26,250.00	
26	3500-T0A0F	Year 1 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$26,250.00	
27	3500-T0A0F	Year 2 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$26,250.00	
28	3500-T0A0F	Year 3 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$27,168.75	
29	3500-T0A0F	Year 4 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$28,119.66	
30	3500-T0A0F	Year 5 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC				\$29,103.84	
31	3500-T0A0F	Year 6 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$30,122.48	
32	3500-T0A0F	Year 7 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$31,176.77	
33	3500-T0A0F	Year 8 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$32,267.95	
34	3500-T0A0F	Year 9 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$33,397.33	
35	3500-T0A0F	Year 10 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$34,566.24	
36	3500-T0A0F	Year 11 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$35,776.06	
37	3500-T0A0F	Year 12 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC	DN -			\$37,028.22	
38	3500-T0A0F	Year 13 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTIC Year 14	DN -			\$38,324.21	

Confidential

Year 14

#### Pricing Summary for

\$8,974.72 \$3,980.00 **\$12,954.72** 

2111 N. Molter Rd.
Liberty Lake, WA 990
fax: 866-787-6910
www.itron.com

Electric / Gas / Water

	ation collection, analysis and	application		City	y of Augusta,	, GA
Liberty	. Molter Rd. Lake, WA 99019 8-787-6910 on.com				Q-00010241 Februar	Ver1 Feb ry 6, 2025
39	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$39,665.55	
40	3500-T0A0F	Year 15 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$41,053.85	
41	3500-T0A0F	Year 16 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$42,490.73	
42	3500-T0A0F	Year 17 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$43,977.91	
43	3500-T0A0F	Year 18 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$45,517.13	
44	3500-T0A0F	Year 19 TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION -			\$47,110.23	
		Year 20 Total Temetra Advance	d	-	\$695,616.90	
		Tota	al	-	\$15,021,866.55	
Rem	onal Items ote Shut-off Valve TBD	AquaFlex AVS - Aquana - 3/4in - Actuator, valve, and locking clip come unassembled - 3/4in valve bore, M/F swivel nut, NPSM 1in connec- tion - 3-wire AMR4 connection	TBD	\$141.33	TBD	
	sure Monitoring TBD	Pressure Monitoring Sensor	TBD	\$ 2,049.60	TBD	
47	твр	Pressure Monitoring Data Plan, Hosting - Annual Subscription	Years TBD	Price per EP per Year \$72.00	Annual TBD	
<b>Acou</b> 48	Istic Leak Detection	LDS, OLS-OPENWAY RIVA LEAK SENSOR, W/ 5 FT ILC	TBD	\$135.43	TBD	
49 50	3000-01918 3000-01918	mlogonline network leak monitoring - Annual Subscription (1 to 1,200) mlogonline network leak monitoring - Annual Subscription (for quantities greater than 1,200)	Years TBD	Price per EP per Year \$2.00	<u>Annual</u> \$2,400.00 TBD	
	Asset Management 3000-02155	Pipe Asset Management – Annual Platform Fee	TBD		\$21,000.00	(3)
52	3000-02157	Pipe Asset Management – Mains Risk Modeling, Essentials Subscription	<u>Miles</u> n TBD	Price per Mile per Year \$97.00	TBD	
	or Loss Management 3000-00511	Water Loss Reduction – Subscription Total Optional Item	TBD IS	-	\$31,000.00 TBD	

Additional Training 54 Services 55 T&E Professional Services - Additional Training Estimated Travel Expense

Total Additional Training

Confidential



Information collection, analysis and application

2111 N. Molter Rd. Liberty Lake, WA 99019 fax: 866-787-6910

#### Pricing Summary for

#### City of Augusta, GA

Q-00010241 Ver1 Feb February 6, 2025

Notes and Assumptions

#### (1) Itron Hardware:

Prices for equipment deliveries set forth in this pricing summary will remain in effect for 5 years. Pricing for equipment is fixed for 2 years following the effective date of the applicable agreement or addition thereto (the "Fixed Pricing Period"). On the first day following the Fixed Pricing Period, and each anniversary thereof, the thencurrent prices for equipment shall be automatically increased by a percentage equal to the greater of (a) three percent (3%), or (b) the percentage increase in the Index over the prior twelve (12) calendar months. Pricing for equipment deliveries following the above-mentioned period will be based on Itron's then-current list price, unless otherwise agreed in writing by Itron. Adjusted prices apply to equipment deliveries under (i) unfulfilled purchase orders with a customer requested delivery date more than twelve (12) months later than the purchase order date, and (ii) new purchase orders. "Index" means the PPI Commodity data for Final demand goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at https://www.bis.gov/.

Itron will honor the \$86.58 price for five years, provided that Augusta: (1) takes delivery of at least 50% of the cellular endpoints by December 31, 2026, and (2) issues a single purchase order (PO) for the entire project.

#### (2) Recurring Services: Temetra and Connectivity Access Service (CAS) Notes:

Temetra Recurring Services - Renewal Prices (Software). Pricing for software is fixed for three (3) years following the effective date of the applicable agreement or addition thereto, or the services commencement date as agreed between the parties (the "Fixed Pricing Period"). On the first day following the Fixed Pricing Period, and each anniversary thereof, the then-ourrent prices for software shall be automatically increased by a percentage equal to the greater of (a) three percent(3%), and (b) the percentage increase in the Index over the prior twelve (12) calendar months. ['Index" means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at https://www.bls.gov/. If the Index as defined above is discontinued, the calculation described herein shall be made using the price index with which the US Department of Labor replaces it.] [Notwithstanding the foregoing, Itron reserves the right to pass-through any price increase on third-party software or services that Itron receives from the third-party licensor or service provider.]

ITRON Connectivity Access Services (CAS) Recurring Services – CAS pricing will remain fixed for the first 15 years, with the exception of what is stated below. For years 16 through 20, pricing is estimated and may be adjusted based on prevailing market conditions. Additionally, if the Consumer Price Index (CPI - CUSR0000SA0) increases by more than 3% in any given year, CAS pricing may be adjusted accordingly. However, if CPI subsequently turns negative after a previous increase above 3%, the CAS pricing may be adjusted downward to recapture the initial rate, subject to a minimum floor at the original contract price.

#### (3) Pipe Asset Management Notes:

Multi-year subscriptions are discounted by 5% per year after the first year. Year 2 - 5%. Year 3 - 10%. Year 5 - 20%. Year 10 - 45%.

#### (4) Professional Services Notes:

See Statement of Work or Change Order for complete Details

Pricing assumes commencement/completion in 2025. Should project extend into 2026, pricing is subject to inflation price increase.

Itron Professional Services will be provided at a fixed fee. Statement of Work will determine agreed upon milestone payments.

Estimated travel and expenses have been included and will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.

Confidential

- (5) Pricing is based on existing agreements or Itron's standard terms and conditions.
- (6) Taxes, duties, and tariffs are not included. Prices are in US dollars. This quote is valid for 60 days.

Item 14

OFFIC Item 14.



RFP Opening: RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Department RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24 Total Number Specifications Download (Demandstar): 20 Total Electronic Notifications (Demandstar): 315 Georgia Procurement Registry: 773 Total packages submitted: 7 Total Noncompliant:

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Pedal Valves, Inc. 13625 River Road Luling, LA 70070	YES	YES	523647	YES	YES	YES	YES
Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	YES	YES	142953	YES	YES	YES	YES
Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	YES	YES	1817159	YES	YES	YES	YES
Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	YES	YES	189824	YES	YES	YES	YES
Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	YES	YES	107726	YES	YES	YES	YES
Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	YES	YES	1219073	YES	YES	YES	YES
ltron, Inc. 2111 N Molter Rd Liberty Lake, WA 99019	YES	YES	2360972	YES	YES	YES	YES

Augusta						1		RFP D	RFP Item #24-261 Advanced Infrastructure System for Au <sub>4</sub> or Augusta, Georgia - Utilities I Jue: Tuesday, December 10, 20 te: Wednesday, January 8, 202	gusta, GA- Department 24 @ 11:00 a.m.						I
Vendors			Pedal Valves, Inc. 13625 River Road Luling, LA 70070	Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	ltron, Inc. 2111 N Molter Rd Liberty Lake, WA 99019	Pedal Valves, Inc. 13625 River Road Luling, LA 70070	Badger Meter, Inc 4545 WBrown Deer Rd Milwalkee, WI 53223	Fortline Waterworks 15850 Dallas Parkway Dallas, TX 75248	Consolidated Pipe & Supply Company, Inc. 10887 Old Atlanta Highway Covington, GA 30014	Delta Municipal Supply Company, Inc. 408 Jesse Cronic Road Braselton, GA 30517	Core and Main LP 3620 Milledgeville Rd Augusta, GA 30909	Itron, Inc. 2111 N Molter Rd Liberty Lake, WA 990
Phase 1		1			Ranking of	f 0-5 (Enter a number value betv	veen 0 and 5)			Weighted Serves	Weighted Scores	Weighted Scores	Waighted Searce	Weighted Serves	Weighted Scores	Weighted Score
Evaluation Criteria	Ranking	Points				Scale 0 (Low) to 5 (High)				Weighted Scores	weighted scores	weighted scores	Weighted Scores	Weighted Scores	weighted scores	weighted score
ompleteness of Response ckage submitted by the deadline ckage is complete (includes requested information as required per this itation) tachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
ualifications & Experience	(0-5)	10	2.0	5.0	2.0	2.0	4.0	5.0	5.0	20.0	50.0	20.0	20.0	40.0	50.0	50.0
ganization & Approach ope of Services (30 points) - Scope of Services	(0-5)	10	4.0	3.0	3.0	2.0	4.0	4.0	4.5	40.0	30.0	30.0	20.0	40.0	40.0	45.0
ystem Capabilities posed system addresses technical specifications, performance irrements, and desired features tem compatibility with existing infrastructure a collection, alerting, collection rates, and flexibility of hybrid options as opriate gration with existing metering hardware offware, Data, & IT integration littates common software interfaces ns for integration between AMI systems, MDMS, Customer Portal, Augusta and Augusta information systems filtrautes common systems a integrity, security, and accessibility a integrity, security, and accessibility to develop, document, and support interfacing with Augusta CIS and IT	(0-5)	30	2.0	3.5	3.0	1.5	4.0	3.0	4.5	60.0	105.0	90.0	45.0	120.0	90.0	135.0
inancial Stability	(0-5)	5	3.0	5.0	5.0	2.0	3.0	3.0	5.0	15.0	25.0	25.0	10.0	15.0	15.0	25.0
chedule of Work	(0-5)	5	3.0	3.0	3.0	3.0	3.5	3.0	5.0	15.0	15.0	15.0	15.0	17.5	15.0	25.0
roximity to Area (only choose 1 line according to location of the company -	enter the rank	king value for the one	e line only)		-	-			-	Proximity to Area						
Within Richmond County	5	10						5.0		0.0	0.0	0.0	0.0	0.0	50.0	0.0
Within CSRA	5	6								0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	5	4				5.0	5.0			0.0	0.0	0.0	20.0	20.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2								0.0	0.0	0.0	0.0	0.0	0.0	0.0
All Others	5	1	5.0	5.0	5.0				5.0	5.0	5.0	5.0	0.0	0.0	0.0	5.0
ferences	(0-5)	5	2.0	3.0	1.0	2.0	4.0	5.0	5.0	10.0	15.0	5.0	10.0	20.0	25.0	25.0
Total Phase 1 (Maxium Points 35 - Total Maxium Weig				27.5	22.0	17.5	27.5	28.0	34.0		245.0	190.0		272.5		310.0
	gilleu Scol	e 375)	21.0	21.5	22.0	17.5	27.5	20.0	34.0	165.0	245.0	190.0	140.0	272.3	285.0	310.0
se 2 (Option - Numbers 9-10 (Vendors May Not Receiv	ve Less Th	an a 3 Ranking	in Any Category to be 0	Considered for Award)												
resentation by Team	(0-5)	5								0.0	0.0	0.0	0.0	0.0	0.0	0.0
&A Response to Panel Questions	(0-5)									0.0	0.0	0.0	0.0	0.0	0.0	0.0
ost/Fee Proposal Consideration (only choose 1 line accordin sals - enter the point value for the one line only)	ig to dollar v	value of the prop	osal in relation to all fee							Cost/Fee Proposal Consideration	on					
west Fees	5	15				1	1 1		5.0	0.0	0.0	0.0	0.0	0.0	0.0	75.0
econd	5	12		1	1		5.0		5.0	0.0	0.0	0.0	0.0	60.0	0.0	0.0
hird	5	8		5.0		1	5.0			0.0	40.0	0.0	0.0	0.0	0.0	0.0
orth	5	4		5.0		1		5.0		0.0	0.0	0.0	0.0	0.0	20.0	0.0
ifth	5	4		1		+		5.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
ntn Phase 2 - (Total Maximum Ranking 15 - Maximum hted Total Possible 125)	3		0.0	5.0	0.0	0.0	5.0	5.0	5.0	0.0	40.0	0.0	0.0	60.0	20.0	75.0
I (Total Possible Score 500) Total (May not Receive Less Than	n a 3 Rankin	g in Any Categor	ry to be Considered for													
Total Cumulative Score (Maximum point is 500)			21.0	32.5	22.0	17.5	32.5	33.0	39.0	165.0	285.0	190.0	140.0	332.5	305.0	385.0

Procurement Department Completion Date: Phase I - 1/8/24



Procurement Department

Mr. Darrell White, Interim Director

January 29, 2025

Mailed & Emailed (rusti.agi@itron.com)

Itron,Inc. Joel Vach, Vice President, Tax & Corporate Treasurer 2111 N Molter Road Liberty Lake, WA 99019

REF: RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Augusta Utilities Department RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m. via ZOOM

Dear Mr. Vach:

Thank you for your RFP response in reference to RFP Item #24-261 Advanced Metering Infrastructure System. We are pleased to inform you that Augusta, Georgia has decided to enter into contract negotiations with your company. A member of the Augusta Utilities Department will be in contact with you in reference to the negotiations. Per the requirements in the specifications, please return the following requested forms to our office.

- 1. Georgia Security and Immigration Subcontractor Affidavit
- 2. Non-Collusion Affidavit of Sub-Contractor
- 3. Homeland Security's E-Verify Memorandum of Understanding (MOU)
- 4. Copy of Your State/Local Business License for your Company

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Wednesday**, **February 5, 2025.** Please submit the required forms in a sealed envelope entitled "Required Forms for RFP Item #24-261 Advanced Metering Infrastructure System." Your envelope should be addressed to the attention of:

Mr. Darrell White Interim Procurement Director Augusta, Georgia 535 Telfair Street, Room 605 Augusta, GA 30901

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely Darrell White

Interim Procurement Director

DW/jm

Attachment

cc: Wes Byne, Augusta Utilities Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901 (706) 821-2422 - Fax (706) 821-2811 <u>www.augustaga.gov</u> Register at <u>www.demandstar.com/supplier</u> for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

August 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 <u>company's business license number must</u> 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.

OR

**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 <u>contractor affidavit</u> 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: <u>https://e-verify.uscis.gov/enroll/</u> and/or <u>http://www.dol.state.ga.us/pdf/rules/300\_10\_1.pdf</u>

 CONTRACTOR'S NAME:
 SUBCONTRACTOR'S (YOUR) NAME

 SUBCONTRACTOR'S (YOUR) NAME
 SOLICITATION/BID NUMBER/CONTRACT NUMBER

 OR PROJECT DESCRIPTION:
 SOLICITATION/BID NUMBER/CONTRACT NUMBER

### 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 which physical performance of services under corporation is engaged in the а contract with or \_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

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

Date of Authorization (NOTE: Registered date can be found on MOU)

Name of Subcontractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_

#### **Notary Public**

My Commission Expires:

NOTARY SEAL

20

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 receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If <u>Subcontractor's are NOT used</u>, write N/A, Notarize and Return the form as requested.

RFP Item #24-261 Advanced Metering Infrastructure System RFP Due: Tuesday, December 10, 2024 @ 11:00 a.m.

Item 14



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.

## AVERY

Delta Municipal Supply 408 Jesse Cronic Road ATTN: Michael Truelove Braselton GA, 30517

5160

Badger ATTN: Matt Gieseke 4545 W Brown Deer Rd Milwaukee, WI 53223

Ferguson Enterprise 4188 Belair Frontage Rd. Augusta, GA 30909

Consolidated Pipe & Supply 10887 Old Atlanta Hwy Convington, GA 30014

Hersey Products Attn: Sandra Bowers 10210 Statesville Boulevard Cleveland, NC 27013

Fortiline Meter Services Group 6012 Bayfield PKWY #107 Concord, North Carolina 28027

Neptune Technology Group Inc. Attn: Bid Department 1600 Alabama Highway 229 Tallassee, AL 36078

Dwyer P.O. Box 373 Michigan City, IN 46360

Steve Little Utilities Department

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Dept Bid Date: Tuesday,11/5/2024 @11:00 a.m. Consolidated Pipe & Supply ATTN: Joey Todd 3400 Novis Pointe NW Acworth, GA 30101

Avanti Company 22 S Lake Ave. Avon Park, FL 33825

Zenner USA 15280 Addison Rd, Ste 240 Addison, TX 75001

Master Meter Inc. 101 Regency Pkwy Mansfield TX 76063

Vanguard Utility Service, Inc. Attn: Jennifer Burch 1421 West 9<sup>th</sup> Street Owensboro, KY 42301

Advanced Metering Systems Consolidated Pipe and Supply 10887 Old Atlanta Hwy Covington, GA 30014

HD Supply Waterworks 3620 Milledgeville Road Augusta, GA 30909

Kamstrup 245 Hembree Park Dr., Suite 110 Roswell, GA 30076

Dean Meyer Utilities Department

RFP Item #24-261 Advanced Metering Infrastructure System for Augusta, GA-Utilities Dept Mail Date: 9/26/2024 Itron ATTN: Dean Bethmann 2111 N Molter Road Liberty Lake, WA 99019

Fortiline Waterworks 7025 Northwinds Dr., NW Concord, NC 28027

Core & Main LP 3620 Milledgeville Rd. Augusta, GA 30909

Anita Short Mueller Systems, LLC 10210 Statesville Blvd Cleveland, NC 27013

Elster AMCO Water, Inc. Attn: Ann Shannon 1100 SW 38th Avenue Ocala, GL 34474

Badger Meter, Inc. P. O. Box 245036 Milwaukee. WI 53224-9536

> Water One 10747 Renner Blvd. Lenexa, KS 66219

SEDC Attn: Raymond Marr 9024 Willow Trace Court Huntersville, NC 28078

Phyllis Johnson Compliance

Pg 1 of 1

170

Allez à avery.ca/gabarits !

## Planholders

**Add Supplier** 

**Export To Excel** 

## Supplier (6)

Supplier 🖅	Download Date	
Advanced Material Handling, LLC	02/04/2025	(
Clear Choice United LLC	01/20/2025	
ConstructConnect	01/08/2025	
Dodge Data	01/02/2025	
One Nation Distribution LLC	01/31/2025	
Onvia, Inc Content Department	01/02/2025	

Add Supplier

### Nancy M. Williams

From:	bidnotice.donotreply@doas.ga.gov
Sent:	Thursday, September 26, 2024 4:21 PM
То:	Tywanna Scott
Subject:	[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155- NONST-2024-00000084

Dear Tywanna Scott, tscott@augustaga.gov

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

#### Event Number: PE-72155-NONST-2024-00000084

### Event Title: 24-261 Advanced Metering Infrastructure System

Event Type: Non-State Agency

Process Log

2024/09/26 16:16:48 : Log starts for - 18359175 - EVENT\_RELEASE\_TO\_SUPL 2024/09/26 16:16:51 : Email Process Log for the Event#: PE-72155-NONST-2024-000000084 2024/09/26 16:16:51 : Email Batch# 2409263889 2024/09/26 16:16:51 : Notification Type: EVENT\_RELEASE\_TO\_SUPL 2024/09/26 16:21:33 : Total No of Contacts found for sending Email: 773 2024/09/26 16:21:33 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000084&sourceSystemType=gpr20

09/26/2024 04:21:33 PM

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

## **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 Services Committee Meeting**

Meeting Date: March 25, 2025 Augusta Engineering Infrastructure Program Delivery & Projects Construction Management Web Based Technology - Procore

File Reference: 25-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the purchase through a sole source procurement for the Procore (web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of \$46,955.52 for this service annual usage. / AE
Background:	Augusta Engineering (AE) construction centralized coordination external support team has utilized Procore since 2019 as its primary project management software for all AE's Capital Improvement Projects (CIP) funded by Transportation Investment Act (TIA) Program. In addition to TIA projects, AE is using Procore for project delivery of Special Purpose Local Option Sale Tax (SPLOST) and Federal Funded projects too. The software has been instrumental in streamlining and coordinating project workflows, improving collaboration with contractors and consultants, and enhancing efficiency in managing infrastructure projects on site and in office. Up until 2024 the Procore usage annual fee was covered under projects centralized professional services provided by AE construction centralized coordination external support team. Given continuity of the TIA program, such as TIA2, AE has a continuous need for Procore usage. Hence, it is cost effective for AE to fully transition Procore usage and associated usage fee responsibility to AE.
Analysis:	AE has been using this software since 2019 and invested significant time learning, operating and reorganizing the software per our need, transition to new software will have a big learning curve which will disrupt the current ongoing infrastructure projects records and workflow. All external parties including contractors and consultants are well versed with this software and use it as a tool of collaboration among all parties. Changing the software might cause a loss in historical records and could potentially disrupt the structured workflow).
Financial Impact:	Funds in amount of \$46,955.52 available in Engineering TIA-Discretionary funds.

Alternatives:	<i>Item 15.</i> Continue Procore use through construction centralized coordination external support services.
<b>Recommendation:</b>	Approve the purchase through a sole source procurement for the Procore (web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of \$46,955.52 for this service annual usage. / AE
Funds are available in the following accounts:	(\$46,955.52) 236-041110-54.24120 - Engineering TIA-Discretionary funds
REVIEWED AND APPROVED BY:	HM/sr



**Print Form** 

Item 15.

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

Vendor: PROCORE	E-Verify Number:1228	354
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Commodity: Construction Project Management

Estimated annual expenditure for the above commodity or service:

\$\_\_\_\_\_\$46,955.52

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

	1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
	2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
	3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
	4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
	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:	Hameed Malik	Department: Engineering & Env Service	Date: 3/12/25
Department	Head Signature:	The second	Date: 3/12/20
Approval A	uthority:	RWhite	Date: 3/17/25
Administrate	or Approval: (required - not rec	1 1	Date:
COMMENT	rs: (Jm	nission Approval Re	Guxa



## **ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

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#### **MEMORANDUM**

TO:	Darrell White, Interim Director Procurement
FROM:	Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services
DATE:	Wednesday, March 12, 2025
SUBJECT:	Augusta Engineering Infrastructure Program Delivery & Projects construction Management Web Based Technology-Procore File Reference: 25-014(T)

Augusta Engineering (AE) is requesting the use of the sole source procurement process to utilize web-based technology, Procore, for its infrastructure program delivery and project construction management. AE in conjunction with its Transportation Invest Act (TIA) funded Augusta Downtown roadways projects construction centralized coordination external support team is utilizing Procore since 2019 as its primary project management software for all Capital Improvement Projects (CIP). In addition to TIA projects, AE using Procore for project delivery of Special Purpose Local Option Sale Tax (SPLOST) and Federal Funded projects too. The software has been instrumental in streamlining and coordinating project workflows, improving collaboration with contractors and consultants, and enhancing efficiency in managing infrastructure projects on site and in office. Up till 2024 the Procore usage annual fee were covered under projects centralized professional services provided by AE construction centralized coordination external support team. Given continuity of the TIA program as TIA2, AE has continuous need for Procore usage. Hence, it is cost effective for AE to fully transition Procore usage and associated usage fee responsibility to AE. See Need & Justification below.

#### NEED:

- Documentation: PROCORE ensures Realtime access to project files, RFI, submittals, track design changes and track
  monthly pay application which helps manage the workflow by ensuring adequate coordination and communication
- Schedule: Allows AE to track the project schedule and time to monitor the progress and critical paths on the CIP projects
- Collaborative Environment: It provides efficient collaborative environment between all the parties involved and makes the line of communication clear.
- Compliance: make sure the quality is controlled through regular reports, daily inspection logs and corrective action report and project closeout documentations.

#### JUSTIFICATION:

- AE has been using this software since 2019 and invested significant time learning, operating and reorganizing the software per our need, transition to new software will have a big learning curve which will disrupt the current ongoing projects records and workflow.
- All external parties including contractors and consultants are well versed with this software and use it as a tool of collaboration among all parties, Changing the software might cause loss in historical records and could potentially disrupt the structured workflow.
- It has helped AE in seamless project tracking and timestamping the records for tracking purpose with its construction specific features

Should you require additional information, please do not hesitate to contact me at (706)796-5068

Augusta Engineering Administration 452 Walker Street, Suite 110 – Augusta, GA 30901 Office: (706) 796 – 5040 Fax: (706) 796 -5045 www.augustaga.gov

## PROCORE

Aaron Whitney

# The City of Augusta AED

\$30M renewal	Contract Value USD 46,955.52	Term Length <b>1 Year</b>
ACV: 30M		i roui
Product	Price Per Million	Price
Project Management Pro	USD 1,018	USD 30,551.40
Quality & Safety	USD 372	USD 11,174.12
Training Center	USD 174	USD 5,230.00
Subtotal	USD 1,565	USD 46,955.52
	Recurring Fees	USD 46,955.52
	One Time Fees	USD 0.00
	Total Billed Annually	USD 46,955.52



## **Engineering Services Committee**

Meeting Date: 3/25/2025

Approval to increase purchase order 24AUA124 by \$95,000 to vendor HDR Engineering, Inc

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	To approve proposal from HDR, Inc to provide additional engineering services to fulfill the requirements of the EPA Lead and Copper Rule Revision Water Service Line Inventory (PO 24AUA124)
Background:	The lead service line inventory conducted per the Lead and Copper Rule Revision (LCRR) was completed on time last fall. The EPA's subsequent Lead Copper Rule Improvements (LCRI) released a month following the inventory due date requires AUD to field verify these results. This change order will allow HDR Engineering, Inc. to complete the follow-up work of surveying approximately 400 additional water line services.
Analysis:	HDR's proposal is for an additional \$95,000 which the Department finds to be fair and reasonable.
Financial Impact:	HDR Engineering, Inc. submitted a proposal fee in the amount of \$95,000. Funds are available from the following account: G/L: 514043410-5212115   J/L: 82400010-5212115
Alternatives:	None
<b>Recommendation:</b>	Approve to increase purchase order 24AUA124 by \$95,000 to \$378,207.00 to vendor HDR Engineering, Inc.
Funds are available in the following accounts:	G/L: 514043410-5212115   J/L: 82400010-5212115
REVIEWED AND APPROVED BY:	N/A

## SCOPE CHANGE AUTHORIZATION

**Project:** Lead and Copper Rule Revision Water Service Line Inventory Development (RFP 24-150)

Date Prepared: January 23rd, 2025

HDR Project No.: 10398343

Client: Augusta Utilities Department

Project Manager: Alex Pofahl

Scope Change No.: 2

## DESCRIPTION OF SCOPE MODIFICATIONS AND JUSTIFICATION

The following changes to the scope of services included in the contract for the Lead and Copper Rule Revision Water Service Line Inventory Development executed on April 22<sup>nd</sup>, 2024:

• Additional verification services to inspect service lines from the verification pool (defined as non-lead service lines installed prior to 1990)

The aforementioned additional scope will assist Augusta Utilities Department (AUD) in preparing for the additional regulations set forth in the Lead and Copper Rule Improvements (LCRI) which was promulgated on October 30<sup>th</sup>, 2024 and builds upon the Lead and Copper Rule Revision (LCRR). The LCRI builds upon the 2021's LCRR requirement for water systems to create an initial inventory, to regularly update their inventory, and to identify the material of all service lines by the mandatory service line replacement deadline (2037).

Under the existing scope for this project, AUD and HDR partnered to complete the service line inventory utilizing a combination of field verifications at the meter box, historical records review, and predictive modeling. AUD has submitted a complete service line inventory to Georgia EPD ahead of the compliance deadline. This inventory contains no unknown, lead, or galvanized requiring replacement service lines.

However, as part of the LCRI, water systems are now required to validate a subset of non-lead service lines in their inventories by December 31, 2034. The validation pool includes all non-lead service lines except for those installed after the applicable Federal, State or local lead ban (1990 in Georgia), those that have been visually inspected at a minimum of two points, and previous lead or galvanized requiring replacement service lines that have already been replaced.

Based on this criteria, AUD's site validation pool is >50,000 and thus 384 validations are required by the LCRI. These validations must be randomly selected from the validation pool utilizing a random number generator or similar approach.

These validations include a visual inspection at a minimum of two points on the pipe exterior. These validations should be recorded and submitted to the state primacy agency (GA EPD) each year with the service line inventory updates.

## DETAILED SCOPE OF SERVICES

## Task 5 – LCRI Verification Support

In order to perform this task, HDR will conduct a desktop analysis to recommend sites for inspection. HDR will assemble the validation pool and utilize a random number generator to select 384 sites.

HDR will mobilize staff to perform visual inspections at the meter box. If either side of the service line (meaning the customer-owned and/or utility-owned portion) cannot be viewed and classified from the meter box, then the site will be flagged for future potholing (conducted by AUD staff or a third-party contractor) to classify the material of the service line.

## **Task 5 Assumptions**

- HDR will utilize a GIS-based application to document the material classification for these field verifications and turn over the CSV file and annotated photos to AUD. This task does not include any further revisions to the initial inventory.
- Should the customer-owned portion of the service line not be visible from the meter box, AUD will coordinate access to private property for potholing as required. If access cannot be granted, then HDR will coordinate another site through the random number generator. AUD will document the initial site access challenges for GA EPD.
- For sites that require potholing, AUD will schedule the work orders to perform the work. AUD will coordinate with HDR to either be present during the potholing effort to classify the material, or will coordinate with HDR to collect the required data and photos to classify the material.

## **Task 5 Deliverables**

• Results of Verifications in CSV (GIS-based) and photo formats.

## Project Budget

The following table shows the budget for Task 5 and the revised overall fee. Tasks 1 through 4 are complete at the time of this change order.

Task	Contract Fee	Change Order 1 Adjustments	Proposed Change Order 2 Adjustments	Total Fee by Task
1 – Concurrence Plan	\$ 38,000	\$ -	\$ -	\$ 38,000
2 – Service Line Inventory via Predictive Modeling	\$ 175,000	\$ -	\$ -	\$ 175,000
3 – Field Inspections with photo annotations	\$ 67,000	- \$38,793	\$ -	\$ 28,207
and index	(\$67/EA)			
4 – LSLR Plan	\$ 42,000	+ \$ 42,000	\$ -	\$ 42,000
5 - LCRI Field Verification Support	\$ 0	\$ -	+ \$ 95,000	\$ 95,000
Totals	\$ 280,000	+ \$ 3,207	+ \$ 95,000	\$ 378,207

## **Preliminary Schedule**

The additional work will take 6 months. This deliverable will be incorporated into the current schedule as summarized below.

PROJECT MILESTONES					
Task Name	Completion Date				
Anticipated NTP	February 2025				
Field Verification Completion	August 2025				
CONTRACT MODIFICA	TIONS				
The effect of these changes to the work plan is as follo	)WS:				
• Fee for New Scope:	\$95,000				
Previous Work Plan Not to Exceed Authorized Ar	+				
New Work Plan Not to Exceed Authorized Amount: \$378,207					

Change in Contract Time:	6 months
Approved by City of Augusta:	Date:

 Approved by HDR Engineering, Inc.:
 Date:

I ROI BOOLOI .				
			CO NUMBE	<u>R 2</u> 24-150
			BID ITEM DATE	24-150
	Lead and Copper	Rule Revision		
PROJECT TITLE	Development for	AUD		
ORIGINAL CONTRACT DATE	3/19/2024	PROJE	CT NUMBER	AUD 2023-013
<b>WNER</b> AUGUSTA, GEORGLA		J	PO NUMBER	24AUA124
The following chang				oject:
Description of Change (for a more While Augusta Utilities submitted of October 16, 2024, the compulsory LCRI) require additional work to l nitial inventory. This change orde work of surveying approximately 4	our initial lead serv elements of the su be done due to the r will allow HDR	rice line inven ibsequent Lea e methodolog Engineering, I	tory to US El d Copper Ru y Augusta Uti Inc. to compl	le Improvements lities chose for the ete the follow-up
PAYEE				HDR Engineering, Inc.
TOTAL AMOUNT OF THIS CHAN	IGE ORDER		\$	95,000.00
The contract time will be l	NCREASED by 18	<u>80</u> calendar day	s as a result of	this change.
ORIGINAL CONTRACT AMOUNT	ſ		\$	280,000.00
PREVIOUS CHANGE ORDER (IN	CREASE)		\$	3,207.00
THIS CHANGE ORDER (INCREA)	SE)		\$	95,000.00
TOTAL REVISED CONTRACT AM	IOUNT WITH CH	ANGE ORDE	CR \$	378,207.00
FUNDING NUMBER/ACCOUN	IT NUMBER	G/L 51404	3410	5212115
		J.L. 82400	010	5212115
PROPOSED BY:	CONSULT	ANT	DATE:	3-3-2025
REQUESTED BY:	AUD TROJE	MANAGER	DATE:	2-19-2023
SUBMITTED BY:	AW DEPARTMEN	THEAD	DATE:	10mar25
FINANCE ENDORSEMENT:	COMPTRO	ILLER	DATE:	
RECOMMENDED BY:	ADMINIST	RATOR	DATE:	
APPROVED BY:	MAYC	R	DATE:	

## PROFESSIONAL CONTRACT CHANGE ORDER

\* Please return to: Tess Thompson - Utilities - Walker St.

## SCOPE CHANGE AUTHORIZATION

 <b>Client:</b> Augusta Utilities Department
 cope Change No.: 2

## DESCRIPTION OF SCOPE MODIFICATIONS AND JUSTIFICATION

The following changes to the scope of services included in the contract for the Lead and Copper Rule Revision Water Service Line Inventory Development executed on April 22<sup>nd</sup>, 2024:

 Additional verification services to inspect service lines from the verification pool (defined as non-lead service lines installed prior to 1990)

The aforementioned additional scope will assist Augusta Utilities Department (AUD) in preparing for the additional regulations set forth in the Lead and Copper Rule Improvements (LCRI) which was promulgated on October 30<sup>th</sup>, 2024 and builds upon the Lead and Copper Rule Revision (LCRR). The LCRI builds upon the 2021's LCRR requirement for water systems to create an initial inventory, to regularly update their inventory, and to identify the material of all service lines by the mandatory service line replacement deadline (2037).

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## DETAILED SCOPE OF SERVICES

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### **Task 5 Deliverables**

Results of Verifications in CSV (GIS-based) and photo formats.

**Project Budget** The following table shows the budget for Task 5 and the revised overall fee. Tasks 1 through 4 are complete at the time of this change order.

Task	Contract Fee	Change Order 1 Adjustments	Proposed Change Order 2 Adjustments	Total Fee by Task
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<ul><li>3 - Field Inspections with photo annotations and index</li></ul>	\$ 67,000 (\$67/EA)	- \$38,793	÷	\$ 28,207
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Totals	\$ 280,000	+ \$ 3,207	+ \$ 95,000	\$ 378,207

## **Preliminary Schedule**

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Task Name	Completion Date
Anticipated NTP	February 2025
Field Verification Completion	August 2025
CONTRACT MO	DIFICATIONS
<ul> <li>The effect of these changes to the work plan is</li> <li>Fee for New Scope:</li> <li>Previous Work Plan Not to Exceed Autho</li> <li>New Work Plan Not to Exceed Authorized</li> <li>Change in Contract Time:</li> </ul>	rized Amount: \$95,000 d Amount: \$378,207 6 months
Approved by HDR Engineering, Inc.:	Date:

PURCH	IASE OF	RDER		535 TEL FAI	605, PROC R STREET GUSTA, G	CUREMEN , MUNICIP EORGIA : (706) 821	T DEPART PAL BUILD 30901-2377  -2422	MENT ING 1000	1 of 1		24A1	Item 16. SE ORDER NO. JA124
DATE 06/14	/24	DEPARTN 043410				VENDOR	PHONE #				R39:	1502
VENDOR #	240	E-VERIF		EMAIL						MUST APPI	EAR ON /	NUMBER ABOVE ALL INVOICES, AND PACKAGES.
	HDR ENG: 1201 PEA COLONY S ATLANTA,	ACHTRE SQUARE	E STREE , Suite					ATTN: BID NUMBER: CONTRACT #: BUYER:		124		
SHIP TO: AUGUSTA 452 WALI SUITE 20 AUGUSTA	KER STRI 00	eet	MIN					ACCOUNTIN	IG DEPAR REET, MU USTA, GA (706) 821	30901-2379 1-2335 NDENCE MUST B	ING 100 E SENT 1	ō
ITEM # G	UANTITY	UNIT	PRO	DUCTID		The last	DESCRI	PTION		UNIT PRICE		AMOUNT
0001	1	LS EACH			WATI DEV APPI 3/19 514 LEAI DEVI	ER SERV ROVED I 9/24, 3 -04-343 D AND ( LEOPMEN	VICE LI BY COMM ITEM #1 10/52-1 COPPER NT OF A	.4 .2115 Rule Revis	ORY	280,000. 3,207.		280,000.0 3,207.0
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sales, excise an 2. Shipping charge 3. Payment will be 4. DELIVERY TICI 5. No back orders.	s exempt by statu d other taxes is prepaid by ven made on comple (ET MUST ACCC We will reorder i liverles between d with subseque twe or not in com f necessary.	e from payme dor. te shipments OMPANY GOO of available. 9 A.M. and 4 ent privilege to opliance with o	nt of Federal St only unless othe DDS. PM		OCT Tess 1	ent by: 1 4 202 Thomps JISITION	non	NI APPROVED FOR IS		AL	Win	283,207.0



## **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

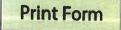
Purchase of Opticom Miovision Preemption System from TIA RC E&T Part 2

Project RC07-0151, PI #0017626

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption: Background:	Approve the purchase through a sole source procurement for the Opticom Miovision Emergency Preemption System for the TIA Intelligent Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and execute the contract. AE The first phase of Augusta Engineering's ITS project was installed in 2016 and 2017. This purchase request is a continuation of that program and improvements. In the second round of TIA funding, there is a project titled "Vehicle Preemption - Part 2" programmed for this purpose (Project RC07- 0151, PI#001726).
Analysis:	The Augusta Traffic Engineering network has been in operation for over eight years. With the second round of TIA funding, AED Traffic Engineering wants to continue to improve and upgrade the Intelligent Transportation Systems. This purchase will upgrade and expand on Augusta's existing emergency preemption system. This purchase will allow all selected city vehicles, such as Fire Engines and Transit Buses, to interrupt traffic signal timing in an emergency or when behind schedule to improve department performance and safety at 220 signalized intersections in Richmond County. The system will also allow Augusta Traffic Engineering to monitor activity and provide department information regarding effectiveness of preemption activities through our Traffic Management Center (TMC).
Financial Impact:	Funds in amount of \$600,000 available in Project TIA funds.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the purchase through a sole source procurement for the Opticom Miovision Emergency Preemption System for the TIA Intelligent Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and execute the contract. AE
Funds are available in the following accounts:	(\$599,030.50) 372041110-54.24910 - TIA 2 funds – RC Emergency & Transit Vehicles-Part 2

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





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

Vendor: <u>Miovision Technologies</u> E-Verify Number: <u>4358437</u>

Commodity: \_\_\_\_\_Signal Preemption Upgrade

Estimated annual expenditure for the above commodity or service:

\$ 599.030.60

<u>Initial all entries below that apply to the proposed purchase.</u> 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.)
<u>     X                               </u>	3.	THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
Χ	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.)
Research Connection of the second distance of the second second second second second second second second second	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: Hameed	d Malik Departm	ent: AE&ESI	D Date: 3/13/25	
Department Head Signatur	e:		Date: 3/3/10	
Approval Authority:	K Whit	r -	Date: 3/17/2	5
Administrator Approval: (r	equired - not required)	A	Date:	
COMMENTS:	Commission	Hop (V/al	Keynind	

Item 17.

# miovision

March 7, 2025

John Ussery Assistant Director - TE Division Augusta, GA

Dear John Ussery,

Miovision Opticom<sup>™</sup> ("Opticom") priority control system is owned and manufactured by Miovision Technologies US, LLC, a subsidiary of Miovision. Since 1968, Opticom has been the standard in emergency and transit priority traffic control. With a diverse history of collaboration with over 5,000 agencies, Opticom is recognized as a pioneer and holds a reputable standing in the industry. Our ongoing progression aligns with smart mobility and connected vehicle perspectives, aiming to enhance the efficiency and safety of preemption through signalized intersections.

Given the requirement that this solution be completely cloud based, no other vendor is capable of placing preemption requests to the controller without utilizing hardware either at the intersection or within the localized network. This cloud-based system allows for conditional parameters to be placed on vehicles when generating EVP requests, giving the system an enhanced solution that has no dependency on potential hardware failure. Secured proprietary communication to central server software allows for a scalable solution within the Augusta Transportation Network.

Should you have any questions, please contact Charlie Witkowski at (678) 427-7962 or via email at charlie.witkowski@miovision.com.

Kind Regards,

E4209D233F75489

Kurtis McBride, CEO <u>kmcbride@miovision.com</u> | (519) 513-2407 Miovision Technologies Incorporated



# **ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director John Ussery, PE, Assistant Director of Traffic

## MEMORANDUM

TO:	Darrell White – Interim Procurement Director
FROM:	Hameed Malik, P.E., Ph D., Engineering Director
DATE:	March 13, 2025
SUBJECT:	Miovision Traffic Signal Preemption Upgrades

Miovision Technologies is the industry standard provider for traffic signal preemption systems throughout the country. Miovision is the sole provider of the Opticom traffic signal preemption system and technical support. Any Miovision Opticom product that is purchased or serviced must be done by them.

This solution will allow the Augusta Engineering Department Traffic Engineering Division to upgrade our emergency vehicle preemption system throughout the entire county. This sole source purchase will expand the existing preemption system from 45 traffic signals to 220 traffic signals. This system maximizes existing signal infrastructure and county vehicle GPS to allow for decreased emergency service response times and improve Transit buses' ability to stay on time in their respective routes.

Miovision Technologies is headquartered in St. Paul, Minnesota and has customers throughout the United States. Funding is available through the TIA 2 – Vehicle Preemption Part 2.

JU/SR

cc: File

Augusta Engineering Administration 452 Walker St, Suite 110 - Augusta, Georgia 30901 Phone: (706) 796-5040 - Fax: (706) 796-5045 www.augustaga.gov

## Version: Q-35287-20250116-1136

# miovision opticom

Miovision Technologies US, LLC. 801 Transfer Road, Unit G02 St. Paul, MN, 55114, US

=>Configuration, Opticom Software-o Augusta Transit	nly Intersection	Intersect	\$142.50 ions 220	\$142.50 intersections	220 <b>5 TOTAL:</b>	\$31,350.00 \$426,360.00
	nly Intersection	Intersect	•			
	nly Intersection		•			\$31,350.00
			\$1,795.50	\$1,795.50	220	\$395,010.00
=>Miovision Opticom Priority		(Months)		A	A SERVER	
Product Name		Term	Annual	Price	Qty	Total
Intersections – 220 intersections	All intersectio If not, custom Opticom ready	ns will have Opticom ready er is responsible to upgrac y.	r controllers le firmware	s running star and/or hardv	ndard NTCI Nare to man	P 1202/1211, y intersection
	220	USD 0.00	49	i	JSD 0.00	
Solution Type	Intersections	Intersection Yearly Pri	ce Vehicle	8 1	/ehicle Yea	rty Price
Augusta (GA)	Capital purcha	se	1			
Customer	Procurement I	Method	Term:	For Ongoing	Services (Y	ears)
United States	Augusta, Georg United States	18 30904				
530 Greene Street Augusta, Georgia 30901	1568-A Broad S	•	Q-33207		9/30/2024	4/14/2025
Augusta (GA)	Augusta (GA)		Estimate Q-35287		Date	Expires

Augusta Transit TOTAL: \$100,548.00

Augusta Fire	All vehicles will have Whelen VSG deploye	ed and wil	il be Opticom n	eady.	
Product Name	Term (Months)	Annual Price	Price	Qty	Total
=>Miovision Opticom Vehicle	\$:	2,047.50	\$2,047.50	31	\$63,472.50
=>Configuration, Opticom Software-only V	ehicle	\$150.00	\$150.00	31	\$4,650.00
			Augusta Fire	TOTAL:	\$68,122.50

Training

Product Name	Term (Months)	Annual Price	Price	Qty	Total
Opticom On-site Support/Training (per day)	\$	2,000.00	\$2,000.00	2	\$4,000.00
			Training	TOTAL	\$4,000.00
			One Time T Annual T		USD 599,030.50 USD 0.00
Please reference estimate number Q-35287 when submitting all purchase o	rders		T	otal:	USD 599,030.50

#### Proposal Notes:

Purposed directly to controller approach is directly to the 1C module.

#### **General Notes:**

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://

www.gtt.com/sales\_terms/

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

## MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of , (the "Effective Date") by and between Miovision Technologies US, LLC (as amended from Global Traffic Technologies, LLC pursuant to articles of amendment) ("Miovision US"), with its offices at 801 Transfer Road, Unit G02, St. Paul, Minnesota, 55114 and City of Augusta, GA ("Customer"), having its offices at 452 Walker Street, Augusta, GA, 30901, United States. Together, Miovision US and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, Miovision US is the provider of certain hardware and software products manufactured and distributed by Miovision US and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that Miovision US perform services as defined herein for the Customer in relation to certain products; and Miovision US desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. DEFINITIONS.
  - A. "Customer" as used herein, means any purchaser or user of any of Miovision US' products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
  - B. "Products" as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
  - C. "Software" as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
  - D. "Services" as used herein is defined as the services provided by Miovision US or its subcontractors as outlined in the Agreement, which may include but are not limited to:
    - 1. "Up-Front Services" as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
      - i. Site survey (intersections and/or vehicles) Miovision US will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to Miovision US to enable the site survey.
      - ii. Project management Miovision US will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
      - iii. Installation (intersections) Miovision US will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

- iv. Installation (vehicles) Miovision US will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
- v. Training (2 days, 1 trainer; includes travel) Miovision US will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
- vi. Engineering services Miovision US will provide custom work if/when applicable and included in the Agreement.
- 2. "Ongoing Services" as used herein, means the Services provided subsequent to Up-Front Services:
  - Hosting Miovision US will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or Miovision US as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
  - ii. Data collection and reporting Miovision US will collect data, generate reports and publish as defined as appropriate by Miovision US, or as agreed to in writing by the Parties.
  - iii. Monitoring and optimizing Miovision US will monitor Customers' systems to ensure operational status. Miovision US will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, Miovision US will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by Miovision US (e.g., customer-provided cellular connectivity).
  - iv. Repairs/replacements (intersections) When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3rd party resources approved and subcontracted by Miovision US.
  - v. Repairs/replacements (vehicles) When outages occur, Miovision US will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be Miovision US, Miovision US' dealers, or other 3<sup>rd</sup> party resources approved and subcontracted by Miovision US.
  - vi. Cellular data Machine to machine cellular connectivity. Provided by vendor of Miovision US' choice, but contracted by Miovision US for the benefit of Customer.
  - vii. "Software Maintenance" Provides Customer with access to the customer care center, defect fixes and Software Updates.
- viii. "Software as a Service" or "SaaS" Hosted software made available as a Service to Customer by Miovision US, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY MIOVISION US, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY

IMPLIES OR IMPLICATES MIOVISION US TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

- E. "Services Completion" is defined as the point at which individual Services have been delivered, as determined and documented by Miovision US. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
- F. "Final Testing" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
  - As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
  - 2. As applicable, Miovision US' management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
- G. "First Productive Use" is the point at which the following can be confirmed and documented by Miovision US, or in the case of delays caused by the Customer or other third-parties not within the control of Miovision US, 30 days from the date Service Completion occurred, whichever is sooner:
  - 1. Services Completion has occurred.
  - 2. Successful Final Testing has occurred.
- H. "Order" as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from Miovision US.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof ("Schedule B"). The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing, or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
- 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from Miovision US, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. Miovision US agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work as mutually agreed upon by Customer and Miovision US.
- 4. TERM. The term of this MSA will begin on the date of signature and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.

## 5. INTELLECTUAL PROPERTY.

- A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authorityissued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.
- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by Miovision US that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A, Schedule B, or any subsequent schedules, Miovision US owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, Miovision US grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and Miovision US Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, Miovision US may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

### 6. INDEMNIFICATION.

- A. Indemnification by Customer. Customer shall indemnify, defend and hold harmless Miovision US and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors, and permitted assigns (collectively, "Miovision US Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this MSA and the attorneys' fees and cost of pursuing any insurance providers, incurred by Miovision US Indemnified Parties or awarded against Miovision US Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.
- B. Indemnification by Miovision US. Miovision US shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers,

independent contractors, successors, and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with Miovision US' gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

### 7. INTELLECTUAL PROPERTY INDEMNIFICATION.

- A. By Miovision US. Miovision US agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees, and agents from and against all losses, liabilities, damages, claims, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in Miovision US' opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit Miovision US, at Miovision US' option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and Miovision US shall refund the price of such materially impacted Products and Services. Notwithstanding any provision herein to the contrary, Miovision US shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of Miovision US or Miovision US authorized hardware and software, use of the Products or Services with software or hardware other than as intended.
- B. Notwithstanding the foregoing or anything else in the Agreement, the parties expressly acknowledge and agree that nothing in this Section, nor in this Agreement, shall be interpreted or construed to operate as: (i) a disclaimer of the Customer's liability, or the liability of any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, at law or in equity; nor (ii) a prohibition on Miovision US, its affiliates, or any of their respective officials, directors, officers, employees, agents, partners, affiliates, or subcontractors, from bringing any claim, suit or action, or seeking any remedy or judgment, against the Customer, or any of the Customer's officials, directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, for any cause whatsoever, in a court or tribunal of competent jurisdiction in the state of Georgia.
- C. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified

Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

- 8. GENERAL PROVISIONS.
  - A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt, or other document provided by either Party shall operate to supersede, modify, or amend any provisions of this MSA, even if either Party has initialed, signed, or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions, or schedules, if any, to this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions to and not in conflict with, this MSA.
  - B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
  - C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant, or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
  - D. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization, or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

## SIGNATURE BLOCK FOLLOWS.

IN WITNESS WHEREOF, Miovision US and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Miovision Technologies US, LLC	City of Augusta, GA
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

### SCHEDULE A STATEMENT OF WORK

### Effective Date: Effective Date of MSA

- 1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. Except as otherwise agreed upon in an Amendment, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
- 2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, that will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
- Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
- Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits, or wiring.
- 5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a Miovision US facility by the shipper ("Shipment") for delivery to Customer or its designated 3<sup>rd</sup> party, however acceptance in no way relieves Miovision US from its obligations as described in this Agreement or its product warranties.
- 6. Customer Care center phone support: Miovision US operates a Customer Care call center that is dedicated to supporting all Miovision US customers, whether in or out of warranty. To access Miovision US' Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. Miovision US' Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other Miovision US departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of Miovision US' software Products if such customer is not current on its Software Maintenance.

Resolution category	Definition	Response Time	Trouble Ticket Resolution Goal	
High	<ul> <li>Help Desk inquiries. Reported issue requires immediate attention; or immediate technical support.</li> <li>System is completely inoperable</li> <li>Safety issue</li> <li>Someone needs immediate answers or is in front of equipment</li> </ul>	Immediate	Same business day (0-24 hours)	
Medium	<ul> <li>Issues that adversely affect normal operations</li> <li>Walk through troubleshooting steps</li> <li>Configuration assistance</li> <li>Questions on wiring/operations/functions/features</li> </ul>	A trouble ticket will be generated in 1 hour during normal business hours or next business day	48 business hours	
Planned	<ul> <li>Issues that require planned action items</li> <li>Requests for special non-standard reports</li> <li>Requests that require a planned site visit to resolve</li> </ul>	Due date established within 3 business days	Due Date	
Needs Development	Issue is the result of a bug, defect or enhancement required from product development or manufacturing	Due Date established by Prod Dev	Due Date (if known)	

## SCHEDULE B TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

- 1. ACCEPTANCE OF TERMS. These Terms are applicable to the provision of any and all Products and Services, provided by Miovision Technologies US, LLC, Global Traffic Technologies Canada, Inc. ("Miovision US") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer and Miovision US, unless otherwise agreed to by the parties in a signed agreement. Miovision US expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices, and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. Miovision US reserves the right to update these Terms and any document referenced herein at any time.
- ORDERS. A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by Miovision US issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
- PRICE, BILLING AND PAYMENT. Miovision US reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
  - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
  - B. Unless otherwise indicated by Miovision US, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on Miovision US' income. If Miovision US does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay Miovision US or such taxing authority if requested by Miovision US. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to Miovision US prior to invoicing or Miovision US will charge such taxes or duties to Customer.
  - C. Miovision US does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of Miovision US' invoice, unless otherwise agreed to in writing by Miovision US; provided however, Miovision US may require payment in advance if in Miovision US' reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. Miovision US may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts, or the maximum amount permitted by applicable laws. Customer will pay any collection costs incurred by Miovision US to collect payment from Customer, including reasonable attorneys' fees.
  - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, Miovision US may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability.

- 4. DELIVERY. Miovision US will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and Miovision US is not liable for any damages or costs resulting from delays in delivery. If Miovision US deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.
  - A. Sales within U.S./Canada. Miovision US will arrange for transportation of all Products and Miovision US will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what Miovision US would normally provide.
  - B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from Miovision US' facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
  - C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.
  - D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with Miovision US' Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies Miovision US of any Product loss or damage, Miovision US may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.
- 5. SOFTWARE.
  - A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to Miovision US.
  - B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection, and network and all other equipment and services necessary to access and use the Software.
  - C. Software Performance. Miovision US represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives Miovision US written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in Miovision US' reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than Miovision US or a party acting under Miovision US' control or direction; and (iii) Customer is in compliance with these Terms. For any breach

of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) Miovision US will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if Miovision US is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and Miovision US shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. Miovision US' warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. Viruses and Disabling Codes. Miovision US represents and warrants that to the best of Miovision US' knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that Miovision US reserves the right to remotely prevent access to and/or use of the Software in the event that (i) Miovision US becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall Miovision US be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, Miovision US employed commercially-reasonable measures, consistent with the standards of Miovision US' industry, to detect such Malicious Code in order to prevent its introduction into the Software.
- E. Audit Rights. Customer shall, while using Miovision US' Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of Miovision US, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow Miovision US to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
- 6. HAZARDOUS MATERIALS. Customer acknowledges that certain materials provided by Miovision US may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on Miovision US, except as to the accuracy of special safety information furnished by Miovision US), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold Miovision US harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from Miovision US' failure to meet its written specifications or the inaccuracy of safety information furnished by Miovision US.
- 7. WARRANTY. Miovision US warrants its Products in accordance with its limited warranty, available at <u>www.gtt.com/support/warranty-repair</u> and as otherwise provided herein. Miovision US warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of Miovision US' warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to Miovision US for repair or replacement of the non-conforming components, as determined by Miovision US in its sole discretion. All claims for non-conformance are returned to Miovision US All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to Miovision US within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFORMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND MIOVISION US DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF MIOVISION US, OTHER THAN AN OFFICER OF MIOVISION US BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL MIOVISION US BE LIABILE FOR ANY SPECIAL, INDIRECT, OCNSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. MIOVISION US SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

IIN ANY EVENT, MIOVISION US SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY MIOVISION US' BREACH AND MIOVISION US' TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO MIOVISION US PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL MIOVISION US BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY MIOVISION US MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

- 9. SUSPENSION. Without waiving any other rights or remedies, Miovision US may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) Miovision US reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) Miovision US is entitled to terminate this Agreement for cause.
- 10. PROPRIETARY RIGHTS. Miovision US and its licensors will retain all Intellectual Property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including Miovision US rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against Miovision US or Miovision US' customers any patent rights that include any system, process, or business method utilizing or otherwise relating to the Products and/or Services.
- 11. RESALE. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to Miovision US that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in these Terms are intended to restrict a Customer that is an authorized Miovision US dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to Miovision US' acceptance of an Order.

## 12. COMPLIANCE WITH LAWS/ANTI-CORRUPTION.

- A. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, Miovision US, or their affiliates to violate any Laws.
- B. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to Miovision US in writing.
- 13. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
  - A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by Miovision US to an authorized Miovision US dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement.
  - B. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.
- 14. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The law of the State of Georgia shall govern the CONTRACT between Customer and Miovision US with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Miovision US arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Miovision US, 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.
- 15. FORCE MAJEURE. Miovision US will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost, or expense, including any loss or damage to the

Product that may prevent Miovision US from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If Miovision US' costs are increased as a result of such Force Majeure Event, Miovision US may increase pricing upon written notice to Customer.

Miovision US reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to Miovision US' Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

## 16. TECHNOLOGY REQUIREMENTS.

- A. If Miovision US' North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
  - When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.
- C. In instances where Miovision US is providing Priority Control as a Service ("PCaaS") or any ongoing services requiring remote access, Miovision US assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a Miovision US-provided cellular data plan has been included amongst the listed services.
- 17. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Miovision US' failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.
- 18. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of Miovision US' Products with third party products, unless otherwise agreed to in writing by Miovision

US. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without Miovision US' written consent; (2) use of parts and/or supplies not approved by Miovision US for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to Miovision US' applicable specifications; (5) failure or inadequacy of electric power, humidity, or air control; (6) failure to follow operating procedures provided by Miovision US; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of Miovision US.
- B. Miovision US' performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within Miovision US' published specifications; (3) maintaining the Product in conformance with Miovision US' maintenance standards; (4) properly maintaining the operating environment; (5) providing necessary utility services for use of the Product in accordance with accompanying specifications; and (6) compliance with the terms of this Agreement, including without limitation, payment of all fees.
- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that Miovision US shall not be liable for any costs, expenses or damages arising from such work.
- 19. REPLACEMENT PARTS. In performing PCaaS services, Miovision US reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of Miovision US. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event Miovision US' obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
- 20. DATA. Customer warrants that it has sufficient rights, title, and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. Miovision US may view, store, copy, delete, or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, Miovision US may also collect, analyze, and otherwise use anonymized versions of Customer Data for its own business purposes. For avoidance of doubt, Customer retains ownership of Customer Data.
- 21. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) for convenience, in which case Customer will be responsible to pay Miovision US for all Product and Services delivered, all costs incurred by Miovision US that have not yet been amortized and any other operating expense incurred by Miovision US that are specifically applicable to this Agreement.
- 22. OTHER. Miovision US reserves the right to publicly disclose Customer as a customer of Miovision US, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes, and other references to Customer will require explicit permission by Customer.

Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, Customer may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Miovision US under this agreement.

- 23. DEFECTIVE PRICING. To the extent that the pricing provided by Miovision US is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
- 24. PROHIBITION AGAINST CONTINGENT FEES: Miovision US 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 Miovision US for the purpose of securing business and that Miovision US has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, Customer 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.
- 25. INSURANCE REQUIREMENTS. Miovision US 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 Customer 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 Miovision US in performance of the work during the term of this Agreement.

Miovision US 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.

Miovision US 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.

Customer will be named as an additional insured with respect to Miovision US' 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 Customer, and shall be noncancellable except on thirty-(30) days' written notice to the Customer. Such policies shall name the Customer 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.

26. SMALL BUSINESS CONTRACTOR NOTICE. 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 and/or collecting liquidated damages.

- 27. Georgia Prompt Pay Act not applicable.
- 28. 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.
- 29. 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 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.

30. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at <u>www.augustaga.gov</u>. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at <u>www.augustaga.gov</u>. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.



Miovision Technologies US, LLC. 801 Transfer Road, Unit G02 St. Paul, MN, 55114, US

<b>Bill To</b> Augusta (GA) 530 Greene Street Augusta, Georgia 30901 United States	Ship To Augusta (GA) 1568-A Broad St Augusta, Georgia United States			Estimate Q-35287		<b>Date</b> 9/30/2024	Expires 4/14/2025
Customer	Procurement M	lethod		Term: I	For Ongoing	Services ()	(ears)
Augusta (GA)	Capital purchas	se		1	5 5	· · ·	,
Solution Type	Intersections	Intersection `	Yearly Pric	e Vehicle	es N	Vehicle Yea	arly Price
Intersections 220 intersections Product Name		USD 0.00 as will have Option of the second second second second second second second second second second second second second s			s running sta		
=>Miovision Opticom Priority			Ş	\$1,795.50	\$1,795.50	220	\$395,010.00
=>Configuration, Opticom Software-only	Intersection			\$142.50	\$142.50	220	\$31,350.00
Augusta Transit			Intersecti	ons 220	intersection	s TOTAL:	\$426,360.00
Product Name			Term (Months)	Annual Price	Price	Qty	Total
===>MP70 Connected Vehicle Modem					\$2,038.50	18	\$36,693.00

=>Installation and Configuration, Opticom Vehicle Equipment

Augusta Transit TOTAL: \$100,548.00

\$2,047.50

\$1,500.00

18

18

\$36,855.00

\$27,000.00

\$2,047.50

\$1,500.00

Augusta Fire	All vehicles will have Whelen VSG deployed and will be Opticom ready.

Product Name	Term (Months)	Annual Price	Price	Qty	Total
=>Miovision Opticom Vehicle	Ś	\$2,047.50	\$2,047.50	31	\$63,472.50
=>Configuration, Opticom Software-only Vehicle		\$150.00	\$150.00	31	\$4,650.00
			Augusta Fire	TOTAL:	\$68,122.50

Training					Item 17.
Product Name	Term (Months)	Annual Price	Price	Qty	Total
Opticom On-site Support/Training (per day)	Ś	\$2,000.00	\$2,000.00	2	\$4,000.00
			Training	TOTAL	\$4,000.00
			One Time	Total:	USD 599,030.50
			Annual	Total:	USD 0.00
			-	Total:	USD 599,030.50
Please reference estimate number Q-35287 when submitting all purchase	orders				

# Proposal Notes:

Purposed directly to controller approach is directly to the 1C module.

# **General Notes:**

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http:// www.gtt.com/sales\_terms/

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/ fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

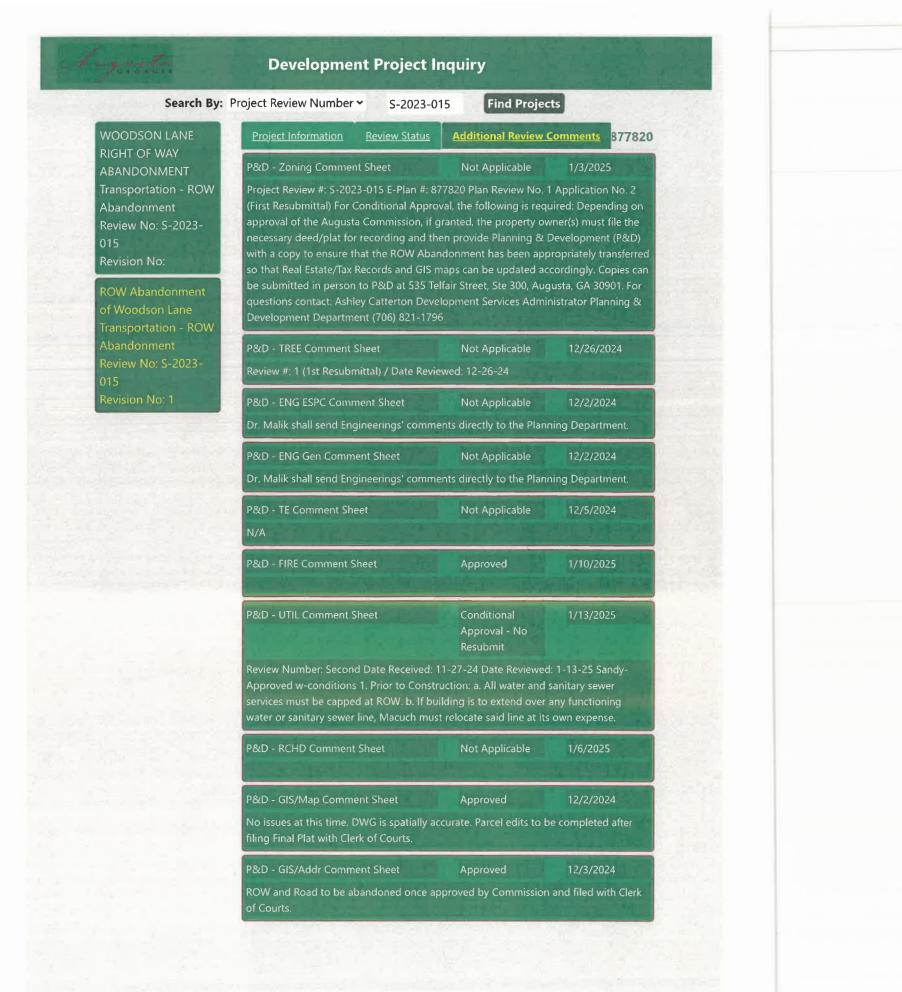


# **Engineering Services Committee Meeting**

3/11/2025 1:05PM

Determination of Woodson Lane for abandonment

Department:	Legal Department
Presenter:	Jim Plunkett
Caption:	Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	Do not approve and Augusta maintains responsibility for the road.
<b>Recommendation:</b>	Approve the determination process to allow Engineering to review Woodson Lane for road abandonment process
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	Law. Engineering. Planning.



Item 18.
221

# MACUCH STEEL PRODUCTS, INC.

P. O. BOX 3285 AUGUSTA, GA 30914-3285 TELEPHONE (706)823-2420 FAX (706)823-2439

21 November, 2024

Re: Woodson Lane Abandonment Augusta/Richmond County, Georgia

To whom it may concern,

Macuch Steel operates a steel plant at 1527 Augusta Avenue and has for almost 77 years.

We have acquired over 15 acres over the years, including land on Holley Street and Woodson Lane directly across from our Augusta Ave facility.

We desire to acquire Woodson Lane from Poplar St to its current dead end in order to expand our facility with a steel warehouse on the Holley Street property This new warehouse would connect to our existing facility on the other side of Woodson Lane.

Macuch Steel is growing and adding jobs. The abandonment of Woodson Lane will allow us to expand further. We desire to obtain Woodson Lane as soon as possible. Once this abandonment is acquired, we will complete our master plan and submit it to Augusta Planning and Zoning for approval.

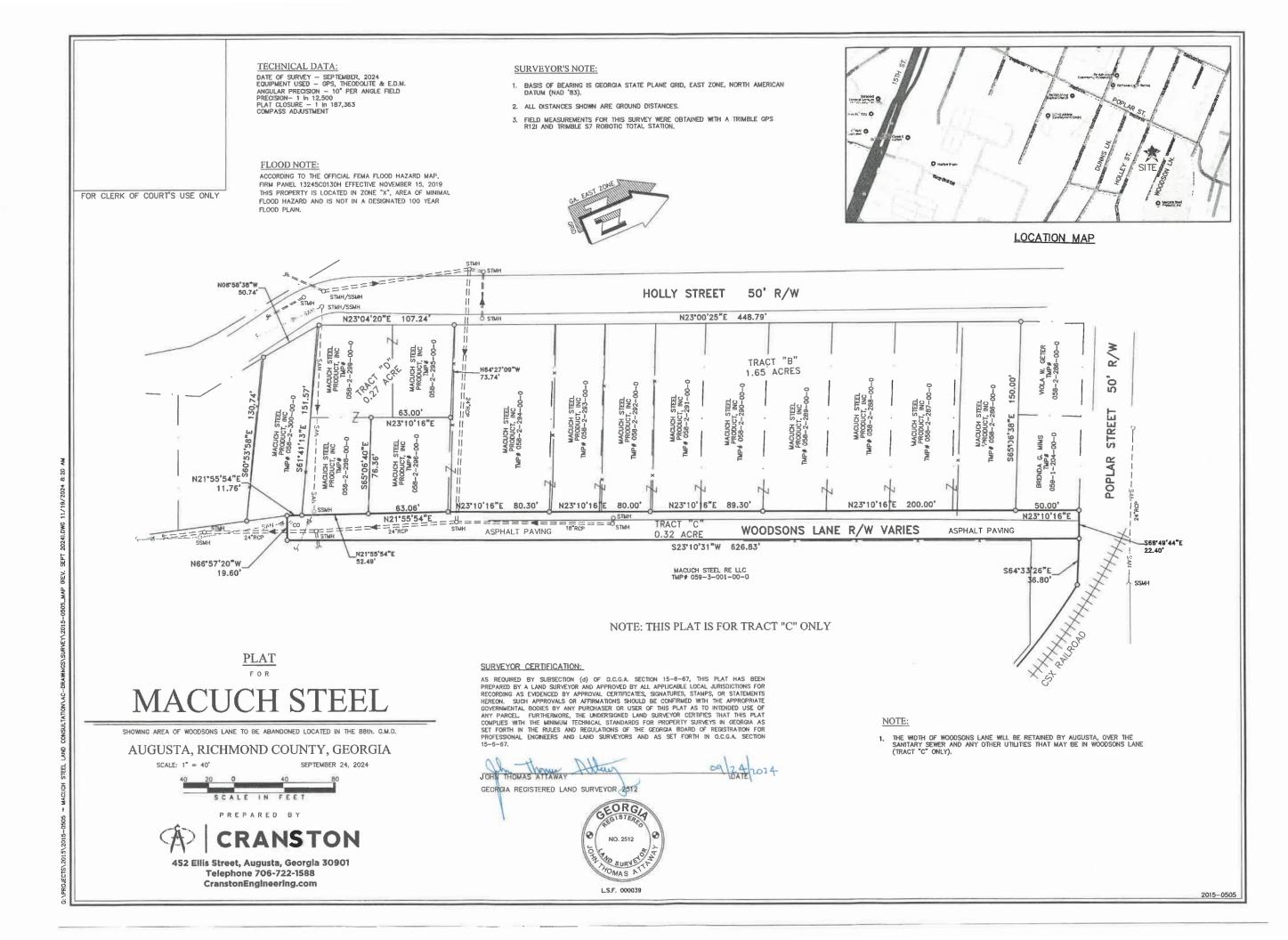
Our goal is to expand so we can continue to offer employment opportunities in Augusta. We have employed many people for many years, including individuals from the Transition Center and The Hale Foundation. We firmly believe in supporting our community by offering employment to individuals that are in need of a second chance.

Thank you!

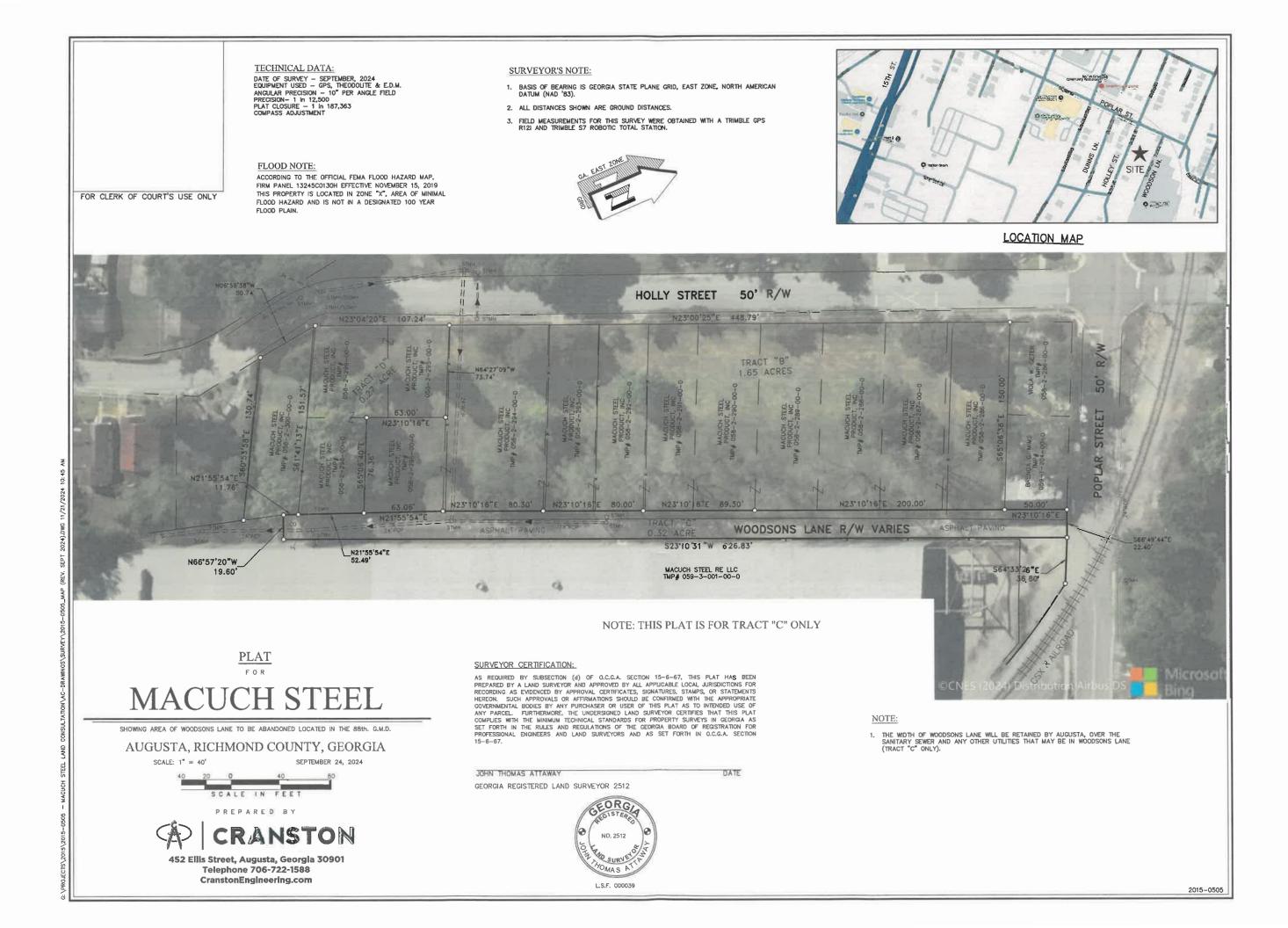
Sincerely, Smacud

William L Macuch CEO

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Item 18.



### ltem 18.

Mail - Ashley Catterton - Outlook



# RE: ROW Abandonment of Woodson Lane - 1st Resubmittal/Review (S-2023-015)

From Hameed Malik <HMalik@augustaga.gov>

Date Thu 12/5/2024 10:31 AM

- To Ashley Catterton <acatterton@augustaga.gov>
- Cc Walt Corbin <WCORBIN@augustaga.gov>; Kevin Boyd <KBoyd@augustaga.gov>

1 attachment (1 MB) WoodsonLnAbandonment\_Transmittal\_Eng.pdf;

Ashley - Previously I provided attached comments with respect to this request. No change in my comments & recommendations. Thanks

Hameed Malik, Ph.D., PE Director Engineering & Environmental Services Engineering Administration 452 Walker Street, Suite 110, Augusta, GA 30901 (706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov> Sent: Tuesday, December 3, 2024 7:09 PM To: Hameed Malik <HMalik@augustaga.gov> Cc: Walt Corbin <WCORBIN@augustaga.gov>; Kevin Boyd <KBoyd@augustaga.gov> Subject: ROW Abandonment of Woodson Lane - 1st Resubmittal/Review (S-2023-015) Importance: High

Good Evening Dr. Malik,

I hope you had a wonderful holiday break. I've received two more ROW Abandonment Applications and have attached the first one here, a resubmittal regarding the above referenced project, for review. The e-Plan application is also included if needed.

I'll be sending a separate email here shortly with the second application.

All the best.

GEORGIA GEORGIA

Augusta, Georgia 30901 Phone (706) 312-5172 - Fax (706) 821-1806 PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. Unexpected."

https://outlook.office365.com/mail/id/AAQkAGViNWQ2Nzk1LTQxZjMtNDZmYS05NTQwLWI4ZjFmODFiMGVhMAAQAKgy77XPQ1dJnS8%2F%2BEhg... 1/2

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# Augusta-Richmond County

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Planning Commission Project RIGHT-OF-WAY ABANDONMENTOF WOODSON LANE SOUTH OF POPLAR STREET IN ITS ENTIRET

the second se			
Pin Number		Owner Address	
Owner Name		Owner Phone	
0% DI . T		Delevited Dele	1100004
Site Plan Type	Right-of-way Abandonment	Submittal Date	4/12/2017
Review Number	S-2017-003	Approval Date	
Flood Plain			
Census Tract			
Traffic Zone			
DOT			
Special Setback			
HPA/RIR/PDR			
Engineer	Cranston Engineering Group P.C.		
Contact			
Engineer Address	452 Ellis St		
Engineer Phone	(706) 722-1588	Engineer Fax	
Project Location	WOODSON LANE SOUTH OF POPLAR	STREET	
Project Description	RIGHT-OF-WAY ABANDONMENT		
PW Eng NPDES	\$0.00	Fee Paid	\$0.00
ARC NPDES	\$0.00	Disturbed Acreage	
City Engineer	4-12-2017		
Utilities	4-12-2017		
Traffic Engineer	4-12-2017		
Health Dept			
Fire Dept	4-12-2017		
Soil Conservation			
Tree and Landscape			
GA Power		Bell South	
Comcast		GA Natural Gas	
EMC-Jefferson Electric		E-911	
GA Power Transmissions	$\bigcirc$	Post Office	
GIS	Long allo for the	1 1 1	
Agency Approval	Consider Tinu	Approval Date	



Right-of-Way Abandonm<u>e</u>nt S-2017-003 [Abandonment of Woodson Lane south of Poplar Street)

Augusta Engineering Comments June 20, 2017 Reviewer: Hameed Malik

# APPROVED with following comments

# CONDITIONS:

Abandonment should be subject to following conditions. Prior to executing final abandonment document following conditions shall be satisfied.

- 1) Per site visit on June 2, 2017, it was observed that Power poles present at several locations and power line run through this ROW. There may be other underground utilities too. Requester shall evaluate presence of these utilities.
- 2) Power Poles are present within this alley ROW and will need permanent easements and access. Impacted utilities shall be contacted to determine easements & access needs.

Item 1	8.	







Item 1	8.
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452 ELLIS STREET, AUGUSTA, GEORGIA 30901 POST OFFICE BOX 2646, AUGUSTA, GEORGIA 30903 TELEPHONE 706-722-1588 www.cranstonengineering.com

April 11, 2017

Ms. Terri Turner ARC – Planning and Development Department 535 Telfair Street, Ste. 300 Augusta, GA 30901

> RE: Woodson Lane Right-of-Way Abandonment Richmond County, Georgia CEG Job No.: 2015-0505

Dear Terri:

Pursuant to our meeting this morning, we are submitting this letter on behalf of our client, Macuch Steel Products, to initiate the abandonment of the right-of-way for Woodson Lane south of Poplar Street, consisting of approximately .32 acres. With the exception of 1406 Poplar Street, which is on the southwest corner of the intersection of Woodson Lane and Poplar Street and is accessed from Poplar Street, Macuch Steel Products owns all of the property on both sides of Woodson Lane. I have attached a "hi-lited" plan sheet that illustrates the limits of the requested abandonment for your convenience.

We trust that the information provided is suitable to initiate the right-of-way abandonment process. Should you have any questions or need any additional information concerning this matter, please do not hesitate to contact us at your convenience.

Sincerely,

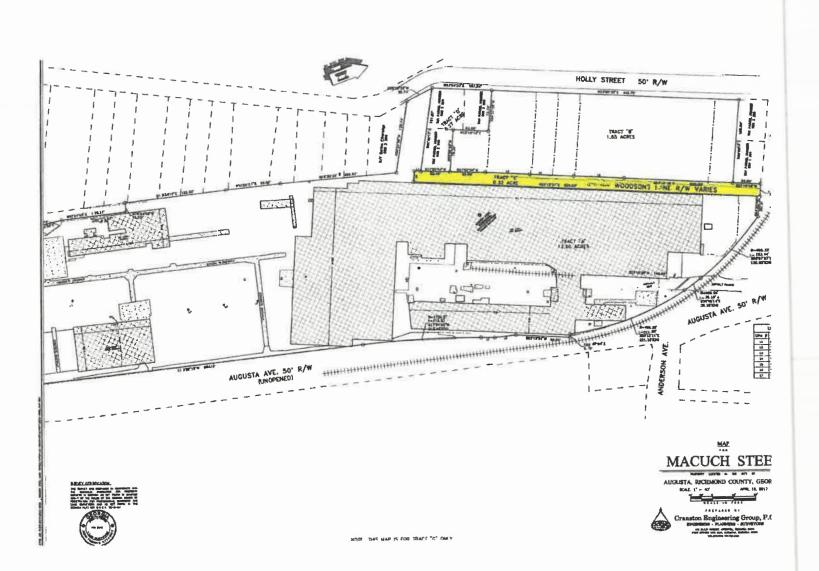
CRANSTON ENGINEERING GROUP, P.C.

Da- J. Welch

Dennis J. Welch, P.E.

Enclosures DJW/djw

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# **EXHIBIT "A"**

All that lot, tract, or parcel of land, situated, lying and being in the State of Georgia, County of Richmond containing 0.32 acres, more or less, and being designated as "Tract C", on a plat prepared by Cranston Engineering for Macuch Steel Products, Inc. dated September 24, 2024.



# **Engineering Services Committee Meeting**

3/11/2025 1:05PM

Determination of portions of Dogwood Terrace Apartments for abandonment

Department:	Legal Department
Presenter:	Jim Plunkett
Caption:	Motion to determine that portion of Dogwood Terrace Apartments ,approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	Do not approve and Augusta maintains responsibility for the road.
<b>Recommendation:</b>	Approve the determination process to allow Engineering to review portions of Dogwood Terrace Apartments for road abandonment process
Funds are available in the following accounts:	N/A
<b>REVIEWED AND</b>	Law.
APPROVED BY:	Engineering.
	Planning.

# Leonard Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as <u>Leonard Drive</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Leonard Drive extends from the southern right-of-way line of First Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.

# Bolt Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as **Bolt Drive** on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Bolt Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.

# **Dudley Drive**

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as <u>Dudley Drive</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Dudley Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of First Ave, as shown on the Plat.

# First Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of **First Ave** on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of First Ave being bounded on the east by the western right-of-way line of Old Savannah

Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "E," as shown on the Plat, and continuing N 38°17'50" E a distance of 37.12 feet to the southwest corner of Tract "A," as shown on the Plat.

# Second Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of <u>Second Ave</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of Second Ave being bounded on the east by the western right-of-way line of Old Savannah Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "H," as shown on the Plat, and continuing N 38°17'50" E a distance of 37.12 feet to the southwest corner of Tract "E," as shown on the Plat.

# Third Ave

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as that portion of <u>Third Ave</u> on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said portion of Third Ave being bounded on the east by the western right-of-way line of Old Savannah Road, as shown on the Plat, and on the west by a line commencing at the northwest corner of Tract "K," as shown on the Plat.

# **Development Project Inquiry**

Search By: Project Review Number > S-2024-008

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Find Projects
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Item 19.

Project Information	<u>Review Status</u>	Additional Review (	Comments B763
P&D - Zoning Commen	t Sheet	Conditional Approval - No Resubmit	1/3/2025
For Conditional Approv Augusta Commission, if deed/plat for recording to ensure that the ROW Real Estate/Tax Records submitted in person to	al, the following i granted, the pro and then provide Abandonment h and GIS maps ca P&D at 535 Telfai ey Catterton Deve	76346 Plan Review No. 1 s required: Depending o perty owner(s) must file e Planning & Developme as been appropriately tr n be updated according r Street, Ste 300, August elopment Services Admir 6	n approval of the the necessary ent (P&D) with a cop ansferred so that ly. Copies can be ca, GA 30901. For
P&D - TREE Comment S	Sheet	Not Applicable	1/3/2025
P&D - ENG ESPC Comm Dr Malik will send Engir		Not Applicable Its directly to the Plannin	11/21/2024 ng Department.
P&D - ENG Gen Comm Dr Malik will send Engir		Not Applicable its directly to the Plannin	11/21/2024 ng Department.
P&D - TE Comment She No comments at this tir		Not Applicable	12/18/2024
P&D - FIRE Comment S	heet	Approved	1/10/2025
P&D - UTIL Comment S	heet	Conditional Approval - No Resubmit	12/20/2024
Approved w-conditions	If 15th Ave and/o	21-24 Date Reviewed: 12 or Old Savannah Road is anitary sewer) must be re	abandoned,
P&D - RCHD Comment	Sheet	Not Applicable	1/6/2025
P&D - GIS/Map Comme No issues at this time. D		Approved ccurate.	12/2/2024

# HULL BARRETT

ATIORNEYS AUGUSTA AIKEN EVANS

# **CHRISTOPHER A. COSPER**

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

# VIA ONLINE PORTAL Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

### **Possible Abandonment of All Roads in Dogwood Public Housing Complex** Re:

Dear Mr. Arfman,

I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

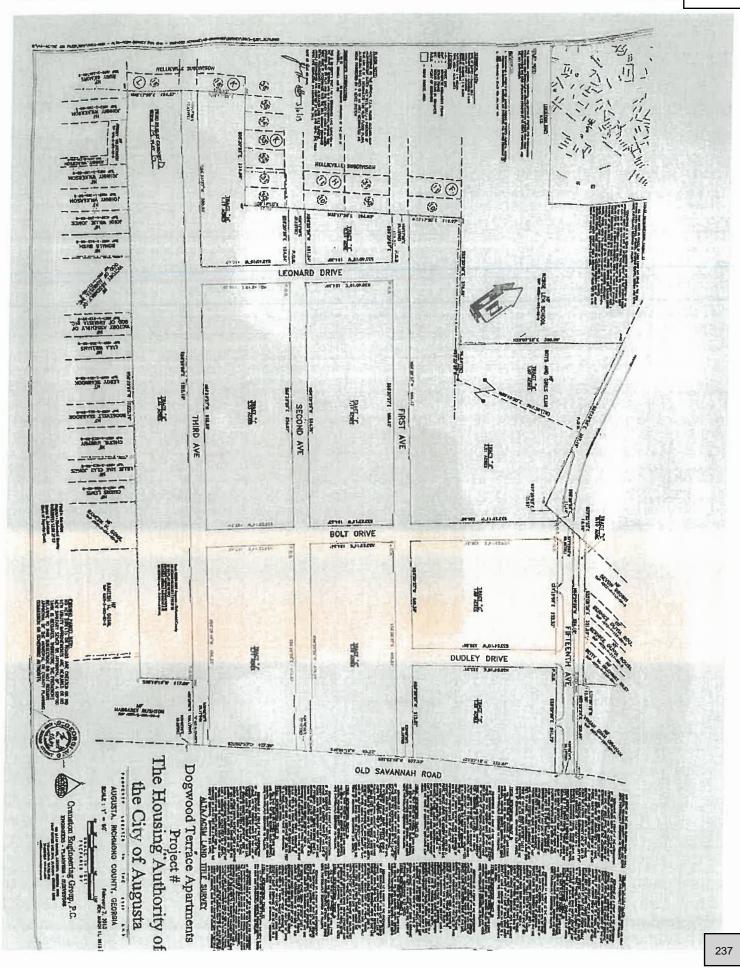
Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM

HULL BARRETT, P.C., 801 BROAD STREET, 7TH FLOOR, AUGUSTA, GEORGIA 30901 TELEPHONE: (706) 722-4481 | FAX: (706) 722-9779 MAILING ADDRESS: POST OFFICE BOX 1564, AUGUSTA, GEORGIA 30903-1564



Item 19.

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# RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

From Hameed Malik <HMalik@augustaga.gov>

Date Tue 12/31/2024 4:14 PM

- То Ashley Catterton <acatterton@augustaga.gov>
- Сс Walt Corbin <WCORBIN@augustaga.gov>

1 attachment (449 KB)

AED-Comments-Dogwood PH Complex-Road Abandonment 12312024.pdf;

My comments attached. I am approving with several stipulations. Thanks

Hameed Malik, Ph.D., PE Director Engineering & Environmental Services Engineering Administration 452 Walker Street, Suite 110, Augusta, GA 30901 (706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov> Sent: Tuesday, December 31, 2024 2:50 PM To: Hameed Malik <HMalik@augustaga.gov> Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Great, thanks for the update!

I have an additional question regarding when reviews are completed and we receive your comments.

1. Do the applicants receive a separate notice from you informing them of your decision? I know in Cityworks the comments state that they are being sent to P&D, therefore I was wondering if we needed to update the applicant as well or how does that work?

# All the best.

"Life is like this email. Unexpected."

From: Hameed Malik < HMalik@augustaga.gov> Sent: Tuesday, December 31, 2024 2:28 PM

ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR 535 Telfair Street - Suite 300 Augusta, Georgia 30901 Phone (706) 312-5172 - Fax (706) 821-1806 PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

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To: Ashley Catterton <a catterton@augustaga.gov> Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Thanks for follow up. Yes, I did completed site visit and review. I need to send to my comments. I will do conditional approval because there are several utilities (water, sewer, power, communications). Requester has to work with these utilities to relocate or provide them easements (if not relocated). Thanks

Hameed Malik, Ph.D., PE Director Engineering & Environmental Services Engineering Administration 452 Walker Street, Suite 110, Augusta, GA 30901 (706)796-5040

From: Ashley Catterton <a catterton@augustaga.gov> Sent: Tuesday, December 31, 2024 11:18 AM To: Hameed Malik < HMalik@augustaga.gov> Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Good Morning Dr. Malik,

I just wanted to follow up to see if you've reviewed this application yet?

Let me know - Thanks!

All the best.

sag 12

"Life is like this email. Unexpected."

\_ ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR 535 Telfair Street - Suite 300 Augusta, Georgia 30901 Phone (706) 312-5172 · Fax (706) 821-1806 PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

From: Hameed Malik <<u>HMalik@augustaga.gov</u>> Sent: Thursday, November 21, 2024 5:49 PM To: Ashley Catterton <a catterton @augustaga.gov> Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Received. Will review it and provide feedback soon.

Hameed Malik, Ph.D., PE Director Engineering & Environmental Services Engineering Administration 452 Walker Street, Suite 110, Augusta, GA 30901 (706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov> Sent: Wednesday, November 20, 2024 8:17 PM To: Hameed Malik <HMalik@augustaga.gov>

Cc: Walt Corbin <<u>WCORBIN@augustaga.gov</u>>; Kevin Boyd <<u>KBoyd@augustaga.gov</u>>; Brian Kepner <BKepner@augustaga.gov>

Subject: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008) Importance: High

Dr. Malik -

I've attached the following documents for review regarding the above referenced project from Augusta Housing Authority. Please let me know if you need anything else or have any additional questions.

# All the best.

RGI

- ASHLEY CATTERTON

Loc DEVELOPMENT SERVICES ADMINISTRATOR A 535 Telfair Street - Suite 300 Augusta, Georgia 30901 Phone (706) 312-5172 - Fax (706) 821-1806 PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. unexpected."

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this email from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1

240

Right-of-Way Abandonment S-2024-008 [Dogwood Housing Complex – Abandonment of all Internal Roads]

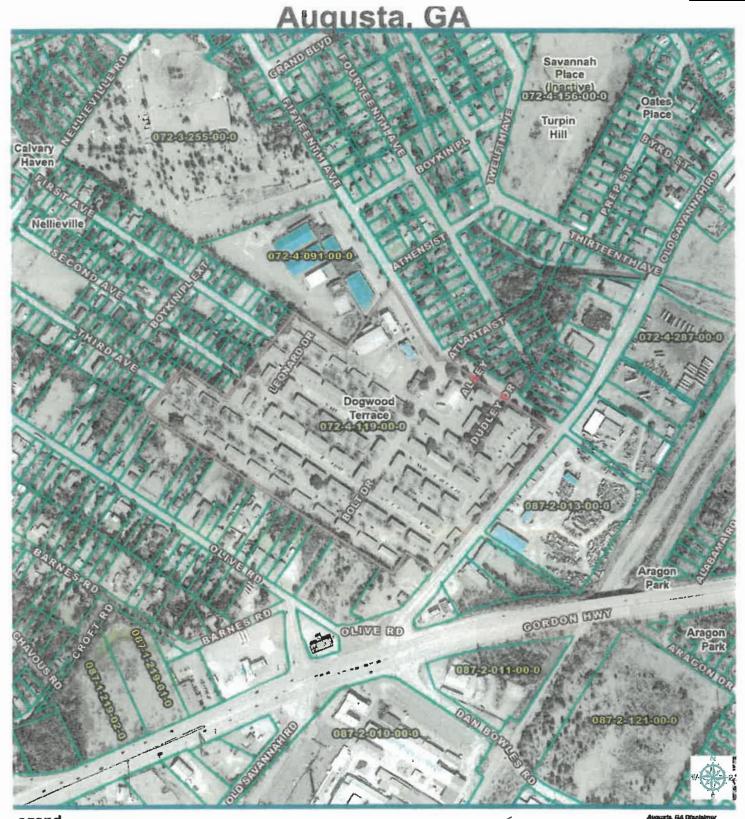
Augusta Engineering Comments December 31, 2024 Reviewer: Hameed Malik

# APPROVED with Stipulations

Stipulations:

- Engineering Approval is limited to following road sections that run through the Dogwood Public Housing Complex [see attached marked map and Hull Barrett Attorneys Letter with Plat as reference documents).
  - i) The Complex internal roads and passing through roads are: Internal (Dudley Dr., Bolt Dr., and Leonard Dr.), Passing through (First Ave., Second Ave., and Third Ave.,). <u>Passing</u> through road will requires construction turn around (Cul-de-Sec).
  - ii) First Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
  - iii) Second Ave- Construct Turn Around at the complex terminate at Boykin Pl Ext. end)
  - iv) Third Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
- 2) Public & Private Utilities noted within the Complex. Requester needs to relocate these utilities or provide unrestricted access to these utilizes for the utility's owners/operators.
- Requester shall take ownership & maintenance of any public storm conveyance system present within the Complex boundary.

Attachments-Area GIS Map & HB Attorneys letter with Plat



\_egend

C. R. 20 de 3 -The \*2 -24 GEORGIA

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

**Print Date** 

Nov 5, 2024

**Map Scale** 1:4,800

Projecting one clubications The delta represented on this step has been completed by the bases methods available. Accuracy is contribut upon the source holonawiden as compiled by various spenches and dispurments bob bitment and externed is the consolidated government of Augusts, GA. Augusts, GA and the computed contractived in develop these data assume no keysi responsibilities for the Information or accuracy contained on this map. It is strotify facibities to any reason without the working contain-at the Augusts Commis

# HULL BARRETT

AUGUSTA AIKEN EVANS

# **CHRISTOPHER A. COSPER**

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

VIA ONLINE PORTAL Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

### Re: Possible Abandonment of All Roads in Dogwood Public Housing Complex

Dear Mr. Arfman,

I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue. 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

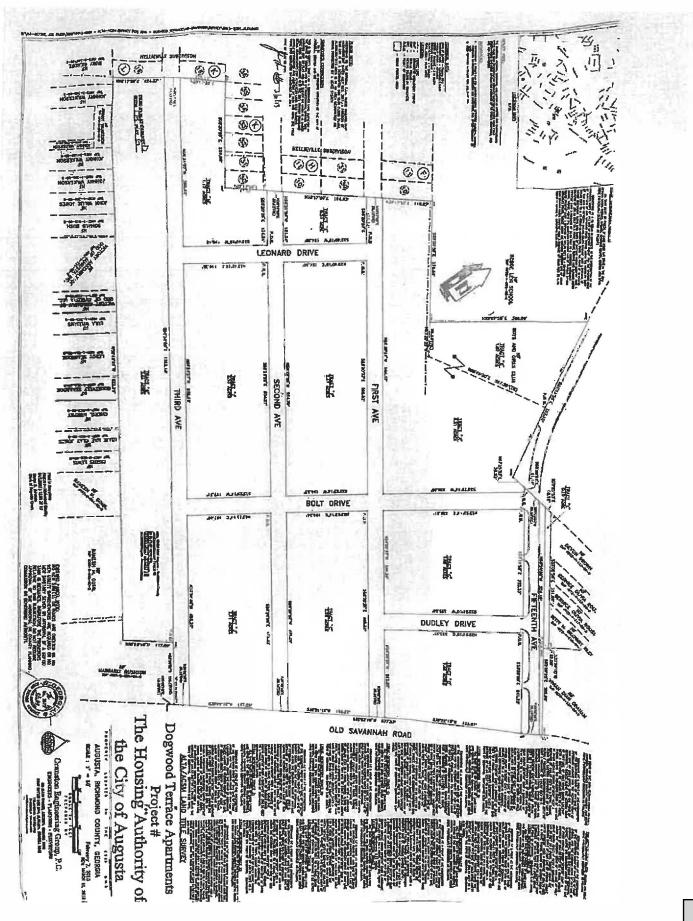
Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM

HULL BARRETT, P.C., 801 BROAD STREET, 7TH FLOOR, AUGUSTA, GEORGIA 30901 TELEPHONE: (706) 722-4481 | FAX: (706) 722-9779 MAILING ADDRESS: POST OFFICE BOX 1564, AUGUSTA, GEORGIA 30903-1564





# **Finance Committee Meeting**

3/25/25 1:15pm

Workers Compensation Administration Services RFP 25-123

Department:	Finance – Risk Management Division
Presenter:	Timothy Schroer
Caption:	Recommendation to approve a 3-year contract with Georgia Administrative Services, to provide Third Party Administrative Services for Workers Compensation in the amount of \$273,000, effective June 1, 2025. (RFP 25-123)
Background:	The current contract with CorVel is expiring. The RFP process was initiated. Seven vendors responded. Through the RFP evaluation process, Georgia Administrative Services received the highest score. Georgia Administrative Services provided the best proposal and quote for the services requested.
Analysis:	Georgia Administrative Services will assist Augusta in providing quality for Augusta employees injured on-the-job.
Financial Impact:	\$273,000 for 3 years.
Alternatives:	Continue with current TPA, CorVel, at a cost of \$292,000 for 3 years
<b>Recommendation:</b>	Approve 3-year contract with Georgia Administrative Services for period of June 1, 2025 – June 1, 2028 at a cost of \$273,000 for 3 years.
Funds are available in the following accounts:	621-015231
<b>REVIEWED AND</b>	Finance
<b>APPROVED BY:</b>	Law
	Administrator
	Clerk of Commission

# AUGUSTA, GEORGIA FINANCE DEPARTMENT ADMINISTRATIVE SERVICES AGREEMENT BETWEEN

# AUGUSTA, GEORGIA

# AND

# **GEORGIA ADMINISTRATIVE SERVICES, INC.**

This Agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2024 (the "Effective Date"), by and between Augusta, Georgia, (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Finance Department ("Risk") whose address is 535 Telfair Street, Augusta, GA, and by the GEORGIA ADMINISTRATIVE SERVICES, INC., a Georgia Corporation (hereinafter "G.A.S."), having its principal place of business located at 1775 Spectrum Drive, Suite 100, Lawrenceville, Georgia 30043-5754 (hereinafter referred to as "G.A.S.").

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, G.A.S. and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

# <u>ARTICLE I.</u> <u>SCOPE OF SERVICES TO BE PROVIDED</u>

**A.** G.A.S. will conduct those activities as indicated in RFP 25-123, Section III, "Goals and Deliverables of the Project," and Section IV, "Scopes of Services", which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, for worker's compensation claims adjudication and management, including but not limited to:

- a. Claims administration services necessary for the day-to-day administration of a self-insured workers' compensation program;
- Assisting Augusta in its investigation and resolution of checks outstanding for more than six-months, in order to satisfy the requirements of the State of Georgia's Property Subject to Escheat laws;
  - i. Assisting in bank reconciliation of such lost fund;
- c. Timely filing of all claims with the appropriate agency;
- d. Timely payment of all expenses associated with the claims handling process;
- e. Handling any problems with treatment, including but not limited to addressing issues with doctor's offices;
- f. Processing all paperwork;
- g. Determination of claims;
- h. Doctor appointments;
- i. Pharmaceutical management;
- j. Return to work;
- k. Rehabilitation;
- **I.** Medical bills;
- m. G.A.S. will review and process, on behalf of Augusta, all Workers' Compensation claims and Occupational Disease claims reported to G.A.S. and shall exclude any activities which may be deemed the practice of law;
- n. On behalf of Augusta, G.A.S. will review all medical reports and bills concerning Workers' Compensation claims to determine eligibility for payment, considering both relationships to job-sustained injury, reasonableness of charges and necessity of treatment. Bill screening of medical services will be performed by a qualified

entity as determined by the Georgia State Board of Workers' Compensation. Augusta shall pay for the cost of bill screening as an allocated expense;

- Using funds provided by Augusta process payments of all eligible Temporary total benefits, permanent partial benefits, and death benefits for Augusta- Richmond County employees and/or their dependents;
- p. Using funds provided by Augusta, process payments of all eligible medical bills on behalf of Augusta;
- q. Assist in determination of the extent and degree of permanent disability as defined by the applicable state's Workers' Compensation Act, utilizing, when desirable, physicians selected by Augusta for medical examinations;
- r. Maintain a claim file on each reported claim, which shall be the property of Augusta and be available at all times for inspection by personnel authorized by Augusta;
- s. Fiscal analysis report data will be transmitted on an as needed or requested basis;
- t. Excess Insurance: G.A.S. will seek annual quotes for Excess Workers' Compensation Insurance on behalf of Augusta using criteria provided by Augusta. Quotes will be presented to Augusta no less than 90 days from date of excess insurance policy renewal. G.A.S. shall be responsible for reporting all claims in a timely manner to Augusta's excess insurer. G.A.S. shall provide separate notice to Augusta and Augusta's excess insurers of all claims which meet loss thresholds for excess insurance coverage.

# **B.** Augusta shall:

a. Designate a liaison, also known as a Program Coordinator, to which the G.A.S. is entitled to rely upon regarding information, decisions made by Augusta, and as a point of contact for routine communications. Such a liaison shall not be for formal written notices as described under this Agreement.

b. Providing the first report of injury, job descriptions, wage statements, and communicating pay status.

# ARTICLE II

# GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement provisions of the Agreement. The term of this agreement automatically renews on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, thirty-six months from the Effective Date, with an option to extend the agreement with two additional one-year terms. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

a. The Notice to Proceed will be issued within ten (10) days of the approval of the Contract Agreement by Augusta. If there are reasons the Notice to Proceed cannot be issued within this period, the time may be extended by mutual agreement between Augusta and the successful Proposer. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, Augusta may terminate the Contract Agreement without further liability on the part of either party.

**B.** The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia.

**C.** In performance of the services, it is understood that Augusta and/or others may supply G.A.S. with certain information and/or data, and that G.A.S. will rely on such information. It is agreed that the accuracy of such information is not within G.A.S.' control and G.A.S. shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of G.A.S.' Scope of Services.

**D.** <u>Independent G.A.S. Status</u>. It is understood and agreed that G.A.S. will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, G.A.S.' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. G.A.S.' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of G.A.S.' employees. G.A.S. shall be fully responsible for any such withholding or paying of taxes or social security.

# <u>ARTICLE III</u> CONSIDERATION/FEES

**A.** Augusta shall pay to G.A.S. administrative services fees at the beginning of each contract period (2025, 2026, 2027), which includes professional fees and direct expenses incurred in performing the scope of services, outlined in "Fee Proposal Sheet" as attached to this contract. Arts Council shall have no responsibility with regards to any funds unless assigned such right in writing with the consent of all parties to this Agreement.

**B.** G.A.S. shall submit an invoice for twelve (12) months services at the beginning of the contract period, which shall be April 1 of the calendar year. Thereafter, invoices should be submitted on an annual basis as described in Section I, item 4 of the RFP. Applications shall be sent to the Management Point-of-Contact.

**C.** Upon application for payment as above, the Management Point-of-Contact will submit this Request for Payment to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Request. After the Request for Payment has been submitted, the Finance Department shall pay to the successful Proposer, within thirty (30) days, the amount invoiced for services.

**D.** Adjustment in price in this Agreement shall be computed in one of the following ways:

a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;

b. By unit prices specified in this Agreement or subsequently agreed upon;

c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or

d. In such other manner as the contracting parties may mutually agree upon.

**E.** No claim for additional or other compensation beyond the fees shall be allowable unless G.A.S. makes and continuously maintains written demand within thirty (30) days of the occurrence of any event which gives rise to such claim.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF G.A.S.

**A.** G.A.S. represents and warrants to and covenants with Augusta to satisfy the following requirements:

- a. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an administrator's license with the Office of Commissioner of Insurance (the "Commissioner") and shall promptly report to Augusta any suspension, revocation, or termination thereof.
- b. G.A.S. represents and warrants that it shall, for the full term of this Agreement maintain a fidelity bond in accordance with the rules of the Commissioner and G.A.S. shall provide to the Client evidence of such as reasonably requested in writing by the Augusta.
- c. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain errors and omissions coverage in an amount which is not less than that specified by the rules and regulations of the Commissioner, and G.A.S. shall, upon reasonable written request by Augusta, provide to the Augusta certification of insurance evidencing such coverage.
- d. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an office in the State of Georgia for the payment, processing, and adjustment of the claims of the Augusta's fund.
- e. G.A.S. represents and warrants that it shall, for the full term of this Agreement, make all required filings to the State Board of Worker's Compensation.
- f. G.A.S. represents and warrants that it shall insure that the administrative services provided herein are in compliance with state laws and regulations.

**B.** Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by G.A.S. and constitutes a legal, valid and binding

obligation of G.A.S., enforceable against G.A.S. in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

**C.** No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by G.A.S., nor the performance by G.A.S. of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to G.A.S., (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which G.A.S. is a party or by which G.A.S. or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of G.A.S. under any agreement or instrument to which G.A.S. is a party or by which G.A.S. or its assets may be bound or affected.

**D.** No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by G.A.S. or the performance of its obligations hereunder, except such as have been duly obtained or made.

**E. Financial Condition**. There has been no material adverse change in the financial condition of G.A.S. that would impair the ability of G.A.S. to perform its obligations under this Agreement.

**F.** No Collusion. G.A.S.'s Proposal is genuine and not collusive or a sham. G.A.S. has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to

put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of G.A.S.'s proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

**G.** Information Supplied By G.A.S.. The information supplied and representations and warranties made by G.A.S. and in all submittals made in response to the RFP, including G.A.S.'s Proposal, and in all post-proposal submittals with respect to G.A.S. (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. G.A.S.'s Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

H. Ethics: Gratuities and Kickbacks. Neither G.A.S., any subsidiary, or any agent or other representative of G.A.S. has given or agreed to give, any employee or former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

**I. Contingent Fees**. The G.A.S. 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 G.A.S. for the purpose of securing business and that the G.A.S. has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta 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.

J. Existence and Powers. G.A.S. is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

**K.** Augusta's selection of the G.A.S. was made with specific reliance on the qualifications and experience of specific G.A.S. staff identified in the G.A.S.'s response to RFP 25-123, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or Planning, G.A.S. agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in G.A.S.'s response.

L. Standard of Performance. G.A.S.' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and G.A.S.' expertise and qualifications as a professional. G.A.S. will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. G.A.S. does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. G.A.S. identifies

costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.

М. **Confidential Information.** G.A.S. acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, G.A.S. may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. G.A.S. acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to G.A.S. by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by G.A.S. requested by Augusta. Augusta acknowledges G.A.S. has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, G.A.S. acknowledges that Augusta, Georgia is an "agency" pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. G.A.S. agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 25-123 and the services covered in this Agreement.

**N.** Parties expressly agree that the provisions of the Georgia State Board of Workers Compensation supersede the terms and conditions of this agreement.

**O.** Augusta grants to G.A.S, on its behalf, the necessary authority to execute action on any motions, appeals, or other documents which may be required to carry out the obligations of this agreement. G.A.S. shall use reasonable efforts, as defined by Augusta, to consult with Augusta. However, if G.A.S. is unable to do so, Augusta authorizes G.A.S. to use its own

discretion in determining the appropriate action on behalf of Augusta. Augusta agrees to hold G.A.S. harmless concerning any actions taken in such circumstances.

**P.** None of the various Augusta departments, agencies, or employees, individually or collectively, will be required to purchase any minimum or maximum amount during the life of this Agreement.

**Q.** Augusta may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Management Point of Contact also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. G.A.S. shall proceed with the performance of any changes in the services so ordered by the Management Point of Contact unless G.A.S. believes that such order entitles him/her to a change in the fee or time or both, in which event s/he shall give the Management Point of Contact written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and G.A.S. shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from Augusta. Augusta may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, Augusta shall indicate this intent in a written notice to G.A.S.

## ARTICLE V INSURANCE & INDEMNIFICATION

- **A.** G.A.S. shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta evidence of a policy or policies of insurance as enumerated below:
  - a. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000;
  - b. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000;
  - c. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the G.A.S. shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
    - i. Worker's compensation statutory coverage;
    - ii. Employer's liability \$1,000,000.00.
- **B.** Any deductible or self-insured retention must be disclosed and is subject to approval by Augusta. The cost of any claim payments falling within the deductible shall be the responsibility of the G.A.S.;
- **C.** If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made from coverage shall be maintained by the G.A.S. for a minimum of two years following the expiration or earlier termination of this Contract and G.A.S. shall annually provide Augusta with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, G.A.S. shall purchase an extended reporting period ("tail")

or execute another form of guarantee acceptable to Augusta to assure financial responsibility for liability for services performed.

- **D.** Such insurance, as provided above, shall be endorsed to include Augusta, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to Augusta. In addition, G.A.S.'s insurance shall be primary as respects Augusta, and any other insurance maintained by Augusta shall be excess and not contributing insurance with the G.A.S.s insurance.
  - a. Certificates acceptable to Augusta will be attached to the signed contract documents when they are transmitted to Augusta for execution. These certificates will contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to Augusta, as evidenced by receipts of Registered or Certified mail."
- E. Policy Rating: All policies shall be subject to approval by Augusta Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance.
- F. Self-Insurance: Should G.A.S. be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how G.A.S. would protect and defend Augusta as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
- **G.** Subcontractors: G.A.S. shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All

coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

- **H.** Failure of the G.A.S. to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.
- I. G.A.S. shall defend, indemnify and save harmless Augusta, its officers, employees and agents from any and every claim and risk, and from all losses, damages demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") and account of injury to or death of any and all persons (including but not limited to G.A.S., its agents, employees, subcontractors and their successors and assigns as well as Augusta or Augusta's agents and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta. Nothing in this Agreement shall be considered a waiver of Augusta's sovereign immunity.

#### <u>ARTICLE VI</u>

#### **TERMINATION**

**A.** Termination of the Agreement for Default. Failure of the G.A.S., which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the G.A.S. pursuant to this term.

**B.** Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors**: The G.A.S. makes a general assignment for the benefit of creditors.

2. **Bankruptcy**: The G.A.S. files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership**: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the G.A.S. in any proceeding brought by or against the G.A.S., or the G.A.S. consents to or acquiesces in such appointment.

**E. Termination**. Either party may terminate this Agreement upon 180 days' prior written notice. Augusta may terminate this Agreement without cause upon 60 days' prior written notice. Written notice pursuant to this clause shall be certified or registered mail.

**F.** Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the G.A.S. fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that the G.A.S. makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

**G. Temporary Suspension or Delay of Performance of Contract**. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unliterally order a

temporary stopping of the work, or delaying of the work to be performed by G.A.S. under this Agreement.

- **H.** If G.A.S. is sold or bought out, Augusta reserves the right to review the new arrangement and terminate the contract with 30 days' written notice.
- **I.** Subsequent to the termination of this agreement, G.A.S. will return all claims and claim-related records to Augusta upon final payment of all outstanding invoices. If Augusta requests that G.A.S. continue to manage open claims after the termination date, G.A.S. will bill Augusta an additional fee to be agreed to at the time of termination.

## ARTICLE VII MISCELLANEOUS PROVISIONS

**A.** G.A.S. will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by G.A.S. herein, or to the wages paid by G.A.S. to its employees.

**B.** G.A.S. will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

**C.** All reports, documents, data bases, commercials, and other deliverable products produced by G.A.S. for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.

**D. Governing Law**. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

**E. Counterparts**. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**F.** Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**G.** No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of G.A.S. and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto. In no case shall the apprenticeship program constitute and employment and/or contractual relationship between Augusta, Georgia.

**H.** Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:

Office of the Mayor 535 Telfair Street Suite 200 Augusta, Georgia 30901 Finance Department ATTN: Judy Blackstone 535 Telfair St Augusta, GA 30901

With a Copy to:

General Counsel Augusta Law Department 535 Telfair Street, Building 3000 Augusta, GA 30901

For G.A.S.:

Georgia Administrative Services, Inc. ATTN: Amy Salmon 1775 Spectrum Dr, Suite 100, Lawrencville GA 30043

I. Nondiscrimination. During the performance of services under this Agreement, G.A.S. agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. G.A.S. will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

J. Compliance with laws: The G.A.S. shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the G.A.S. and Augusta. G.A.S. shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of

insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

**K. Prompt Pay Act**. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

L. G.A.S. (G.A.S.) 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, G.A.S. is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of G.A.S.'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 G.A.S. may be precluded from recovering payment for such unauthorized goods or services. Accordingly, G.A.S. agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the G.A.S. 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 G.A.S.. G.A.S. 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.

**M.** 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.

**N.** Throughout the term of this contract, G.A.S. will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. G.A.S. will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**O. Inspection**. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of G.A.S. or any subcontractor of G.A.S. or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. G.A.S. agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of G.A.S. which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**P.** Independent G.A.S.. The G.A.S. shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

**Q.** Assignment and Subcontracting. The G.A.S. shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the G.A.S. hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

**R.** Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. G.A.S. by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

**S. Invalid Provisions**: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any

such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or G.A.S. in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**T. Waivers.** Failure by Augusta to insist upon the strict performance by the G.A.S. of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the G.A.S..

**U.** Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, G.A.S. hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and G.A.S.'s response to RFP 25-123 (Exhibit "A"), the G.A.S.'s response to RFP 25-123 shall take precedence over this Agreement.

ltem 20.

## [SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Georgia Administrative Services	Augusta, Georgia
By:	Ву:
Name:	Name: GARNETT L. JOHNSON
Title:	Title: <u>Mayor</u>
Date:	Date:
Timothy Schroer	
By:	
Name:	
Title:	
Date:	
A	Attest: Lena J. Bonner, Clerk of Commission

## APPENDIX A RFP 25-123 and GAS' RESPONSE TO RFP 25-123, FEE PROPOSAL SHEET, NURSE TRIAGE ESCALATION CRITERIA, EMAIL OF 2/24/25

#### **Request for Proposals**

Request for Proposals will be received at this office until Monday, December 30, 2024 @ 1:00 p.m. via ZOOM Meeting ID: 846 7480 7796; Passcode: 25123 furnishing:

# RFP Item #25-123 Third Party Administrative Services for Workers Compensation for Augusta Finance for Augusta, GA – Finance Department – Risk Management Division

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to <u>procbidandcontract@augustaga.gov</u> to the office of the Procurement Department by Friday, December 13, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	November 21, 29, 2024 and December 5, 12, 2024
Metro Courier	November 21, 2024
Revised:10/02/24	

OFFIC Item 20.



RFP Opening: RFP Item #25-123 Third Party Administrative Services for Workers Compensation for Augusta, GA -**Finance Department** RFP Date: Monday, December 30, 2024 @ 1:00 p.m.

Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 16 Total Electronic Notifications (Demandstar): 239 Georgia Procurement Registry: 1710

Total packages submitted: 8

**Total Noncompliant: 1** 

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	7 Copies	Fee Proposal
Brentwood Services Administrators, Inc. 214 Centerview Drive, Suite 350 Brentwood, TN 37027	YES	YES	311414	YES	YES	YES	YES
CorVel Enterprise Comp, Inc. 5128 Apache Plume Road, Suite 400 Fort Worth, TX 76109	YES	YES	1522738	YES	YES	YES	YES
Specialized Contract Administrators 39500 High Point Blvd, Suite 400 Novi, MI 48375	YES	YES	2587159	YES	YES	YES	YES
Johnston & Associates- OccuSure 990 Elliston Way Suite 200 Thompsons Station, TN 37179	YES	YES	844277	YES	YES	YES	YES
Davies Claims North America, Inc. 6015 Resource Lane Lakewood Ranch, FL 34202	YES	YES	708337	YES	YES	YES	YES
Convergent Claims Services, LLC 40 Shuman Blvd Suite 104 Naperville, IL 60563	YES	YES	NO/ Non-Compliant	YES	YES	YES	YES
JWF Speciality Company 11711 North Meridian St Carmel, IN 46032	YES	YES	1215852	YES	YES	YES	YES
Georgia Administrative Services, Inc. 1775 Spectrum Drive Suite 100 Lawrenceville, GA 30043	YES	YES	538522	YES	YES	YES	YES

Augusta										4										
Vendors			Brentwood Services Administrators, Inc. 214 Centerview Drive, Suite 350 Brentwood, TN 37027	CorVel Enterprise Comp, Inc. 5128 Apache Plume Road, Suite 400 Fort Worth, TX 76109	Specialized Contract Administrators 39500 High Point Blvd, Suite 400 Novi, MI 48375	Johnston & Associates- OccuSure 990 Elliston Way Suite 200 Thompsons Station, TN 37179	Davies Claims North America, Inc. 6015 Resource Lane Lakewood Ranch, FL 34202	JWF Speciality Company 11711 North Meridian St Carmel, IN 46032	Georgia Administrative Services, Inc. 1775 Spectrum Drive Suite 100 Lawrenceville, GA 30043	Convergent Claims Services, LLC 40 Shuman Blvd Suite 104 Naperville, IL 60563	Brentwood Services Administrators, Inc. 214 Centerview Drive, Suite 350 Brentwood, TN 37027	CorVel Enterprise Comp, Inc. 5128 Apache Plume Road, Suite 400 Fort Worth, TX 76109	Specialized Contract Administrators 39500 High Point Blvd, Suite 400 Novi, MI 48375	Johnston & Associates- OccuSure 990 Elliston Way Suite 200 Thompsons Station, TN 37179	Davies Claims North America, Inc. 6015 Resource Lane Lakewood Ranch, FL 34202	JWF Speciality Company 11711 North Meridian St Carmel, IN 46032	Georgia Administrative Services, Inc. 1775 Spectrum Drive Suite 100 Lawrenceville, GA 30043	s, Convergent Claims Servic 40 Shuman Blvd Suite Naperville, IL 60563		
Phase 1	1	1				Ranking of 0-5 (Enter a num	ber value between 0 and 5													
Evaluation Criteria	Ranking	Points				Scale 0 (Low	) to 5 (High)							Weighte	Weighted Scores					
Completeness of Response actage submitted by the dealine actage is complete (includes requested information as required per this actage is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL		
Qualifications & Experience	(0-5)	20	4.25	4.65	2.75	3.65	3.88	2.88	4.88		85.0	93.0	55.0	73.0	77.5	57.5	97.5	0.0		
Organization & Approach	(0-5)	15	4.10	4.50	3.00	3.65	3.88	3.00	4.75		61.5	67.5	45.0	54.8	58.1	45.0	71.3	0.0		
Scope of Services (30 points) - Scope of Services ope of Services Experience and approach to the Scope of Services to include alis on the following items. Jams Management ustomer Service st Savings to Augusta, GA through Workers Compensation Special Programs hedule of Work	(0-5)	20	3.88	4.65	3.00	3.50	3.65	3.00	4.88		77.5	93.0	60.0	70.0	73.0	60.0	97.5	0.0		
Financial Stability	(0-5)	5	4.38	4.75	3.00	3.50	4.48	3.00	4.75		21.9	23.8	15.0	17.5	22.4	15.0	23.8	0.0		
Schedule of Work	(0-5)	5	4.10	4.50	3.00	3.78	4.00	3.00	4.78		20.5	22.5	15.0	18.9	20.0	15.0	23.9	0.0		
Proximity to Area (only choose 1 line according to location of the company	- enter the ran	nking value for th	e one line only)								Proximity to Area									
Within Richmond County	5	10									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Within CSRA	5	6									0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Within Georgia	5	4							5.0		0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0		
Within SE United States (includes AL, TN, NC, SC, FL)	5	2	5.0			5.0	5.0				10.0	0.0	0.0	10.0	10.0	0.0	0.0	0.0		
All Others	5	1		5.0	5.0			5.0			0.0	5.0	5.0	0.0	0.0	5.0	0.0	0.0		
References	(0-5)	5	4.50	4.75	3.50	3.75	4.50	3.25	4.88		22.5	23.8	17.5	18.8	22.5	16.3	24.4	0.0		
		-											-				-			
Total Phase 1 (Maxium Points 30 - Total Maxium Wei	ghted Sco	re 375)	30.2	32.8	23.3	26.8	29.4	23.1	33.9	0.0	298.9	328.5	212.5	262.9	283.5	213.8	358.3	0.0		
nase 2 (Option - Numbers 9-10 (Vendors May Not Recei	ive Less TI	han a 3 Ran	king in Any Category to b	be Considered for Award)	)															
Presentation by Team	(0-5)	10	3.25	4.00					4.88		32.5	40.0	0.0	0.0	0.0	0.0	48.8	0.0		
. Q&A Response to Panel Questions	(0-5)	5	4.50	4.50					4.50		22.5	22.5	0.0	0.0	0.0	0.0	22.5	0.0		
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		0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0		
Second	5	6		5.0					5.0		0.0	30.0	0.0	0.0	0.0	0.0	0.0	0.0		
Third	5	4	5.0	3.0							20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Forth	5	2	5.0								0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Fifth		-																0.0		
Fitth tal Phase 2 - (Total Maximum Ranking 15 - Maximum	5	1									0.0	0.0	0.0	0.0	0.0	0.0	0.0			
eighted Total Possible 125)		1	12.8	13.5	0.0	0.0	0.0	0.0	14.4	0.0	75.0	92.5	0.0	0.0	0.0	0.0	121.3	0.0		
tal (Total Possible Score 500) Total (May not Receive Less Tha	an a 3 Ranki	ng in Any Cat	egory to be Considered for																	
Total Cumulative Score			43.0	46.3	23.3	26.8	29.4	23.1	48.3	0.0	373.9	421.0	212.5	262.9	283.5	213.8	479.5	0.0		

Procurement DepartmentRepresentative: \_\_\_\_\_Nancy Williams\_\_\_\_\_ Procurement Department Completion Date: \_\_\_\_Phase 1 1/15/25 Phase II 1/27/25\_\_



Timothy E. Schroer, CPA, CGMA Interim Director Judy Blackstone Interim Risk Mgt. Manager

February 4, 2025

Mr. Darrell White Interim Procurement Director 535 Telfair Street, Suite 605 Augusta, GA 30901

RE: 25-123- Third Party Administrative Services

Dear Mr. White:

The Evaluation Committee for the Third Party Administrative Services for workers' compensation (RFP #25-123) met on January 27, 2025. It is the consensus and recommendation of the Evaluation Committee to proceed with negotiations with Georgia Administrative Services concerning the additional cost of a 24/7 nurse triage service for reporting claims and accessing immediate care from providers on our panel of physicians.

Based on the criteria used, I concur with the recommendation of the Evaluation Committee

Thank you.

Sincerely,

Timothy E. Schroer, CPA, CGMA Interim Finance Director

#### AMERISYS 140 ALEXANDRIA BLVD OVIEDO, FL 32765 (RETURNED MAIL)

COMPANION THIRD PARTY ADMINISTRATORS ATTN: KEVIN M. ELMORE P.O. BOX 100159 COLUMBIA, SC 29202-3165

CORVEL CORPORATION/ATLANTA ATTN: SCOTT C. HUGHES 2905 PREMIERE PKWY., SUITE. 125 DULUTH GA 30097

PMA MANAGEMENT CORP ATTN: JULIA M. HOUK 1100 ABERNATHY ROAD NE BUILDING 500, SUITE 650 ATLANTA GA 30328

OCCUSURE ATTN: BID DEPARTMENT 6 CADILLAC DRIVE SUITE 370 BRENTWOOD, TN 37027

JOHNS EASTERN COMPANY PO BOX 110259 LAKEWOOD RANCH, FL 34211 UNDERWRITERS SAFETY & CLAIMS ATTN: BID DEPARTMENT 1700 EASTPOINT PARKWAY LOUISVILLE, KY 40223

BSI/SPECIALIZED CONTRACT ADMINISTRATORS 306 RIDGELAND DR GREENVILLE, SC 29601

RISK MANAGEMENT SERVICES COMPANY P. O. BOX 22989 LOUISVILLE, KY 40252

ABERCROMBIE, SIMMONS & GILLETTE, INC. ATTN: DOUG METZ 6000 FAIRVIEW ROAD, SUITE 1200 CHARLOTTE, NC 28210

BRENTWOOD SERVICES ADMINISTRATORS ATTN: BID DEPARTMENT PO BOX 1125 BRENTWOOD, TN 37024-1125 (RETURNED MAIL)

SEDGWICK ONE UPPER POND ROAD PARSIPPANY, NJ 07054 (RETURNED MAIL) GEORGIA ADMINISTRATIVE SERVICES ATTN: CARLA EDWARDS 1775 SPECTRUM DRIVE LAWRENCEVILLE, GA 30034

USIS ATTN: RON WARBLE 140 ALEXANDRIA BLVD. OVIEDO, FL 32765 (RETURNED MAIL)

COLLINS AND COMPANY, INC. 555 RIVER STREET CHATTANOOGA, TN 37405

JOHNSTON & ASSOC. 830 CRESCENT CENTRE DR., SUITE 220

FRANKLIN, TN 37067 (RETURNED MAIL)

CORVEL CORPORATION/ ATLANTA 1745 NORTH BROWN RD., SUITE 275 LAWRENCEVILLE, GA 30043 (RETURNED MAIL)

TRISTAR INSURANCE GROUP 200 UNION BLVD., SUITE 580 LAKEWOOD, CO 80228 (RETURNED MAIL)

TIMOTHY SCHROER FINANCE DEPARTMENT JUDY BLACKSTONE FINANCE DEPARTMENT PHYLLIS JOHNSON COMPLIANCE

RFP ITEM 25-123 THIRD PARTY ADMINISTRATIVE SERVICES FOR WORKERS COMPENSATION FOR AUGUSTA FINANCE FOR AUGUSTA, GA-FINANCE DEPARTMENT RFP DUE: MON, 12/30/24 @ 1:00 P.M. RFP ITEM 25-123 THIRD PARTY ADMINISTRATIVE SERVICES FOR WORKERS COMPENSATION FOR AUGUSTA FINANCE FOR AUGUSTA, GA-FINANCE DEPARTMENT MAIL DATE: 11/21/24

## Tywanna Scott

From:	bidnotice.donotreply@doas.ga.gov
Sent:	Thursday, November 21, 2024 1:53 PM
То:	Tywanna Scott
Subject:	[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-
-	NONST-2025-00000095

Dear Tywanna Scott, tscott@augustaga.gov

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

#### Event Number: PE-72155-NONST-2025-00000095

# Event Title:25-123 Third Party Administrative Services for Worker CompensationEvent Type:Non-State Agency

Process Log

2024/11/21 13:41:36 : Log starts for - 20648206 - EVENT\_RELEASE\_TO\_SUPL 2024/11/21 13:41:40 : Email Process Log for the Event#: PE-72155-NONST-2025-000000095 2024/11/21 13:41:40 : Email Batch# 2411215816 2024/11/21 13:41:40 : Notification Type: EVENT\_RELEASE\_TO\_SUPL 2024/11/21 13:52:55 : Total No of Contacts found for sending Email: 1710 2024/11/21 13:52:55 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000095&sourceSystemType=gpr20

11/21/2024 01:52:55 PM

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

## **Planholders**

Supplier (16)

Add Supplier

Export To Excel

#### **Download Date** Supplier *≡*↓ Brentwood Services Administrators, Inc. 11/26/2024 11/25/2024 CCMSI **Convergent Claim Service** 11/22/2024 12/19/2024 **CorVel** Corporation 12/18/2024 Dodge Data 11/25/2024 **Gallagher Bassett** 11/25/2024 Georgia Administrative Services, Inc. GovGizmo 12/04/2024 11/21/2024 In Touch Reno LLC 11/26/2024 **Innovative Claims Strategies** 12/03/2024 Johns Eastern Company, Inc. Johnston & Associates - Occu Sure 12/17/2024 JWF Specialty 12/02/2024 NARS 11/25/2024 11/21/2024 Office Work Done

12

#### Showing 1-15 of 16

**Add Supplier** 

#### **Supplier Details**

**Supplier Name** 

Brentwood Services Administrators, Inc.

**Contact Name** 

John Smitherman

## **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.



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

## Augusta Aviation Commission Meeting Minutes February 27, 2025 10:00 a.m. Orwen Commission Chambers 2nd Floor - Terminal Building

Committee Members:	Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi Commissioner Dan Troutman; Commissioner James Germany; Commissioner Larry Harris; Commissioner Marshall McKnight; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Davis Beman; Commissioner William Fennoy
Staff:	Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; CPT. Matt Tindell; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Henkle; Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey; Ms. Catherine Highsmith; Ms. Gale Terrell; Mr. Dillion Terrell; Mr. Robert Kerr- Staff Attorney;
Others:	Mr. Edwin Scott, Mead & Hunt; Ms. Dana Lynn McIntyre – Augusta Business Daily;
	airwoman Ronic West called the meeting to order at 10:11 am ayer by Commissioner Troutman

#### I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairwoman Ronic West

- A. February 27, 2025 Meeting Agenda
- B. January 30, 2025 Commission Meeting Minutes
- C. January Statistics

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve February 27, 2025, Augusta Aviation Committee meeting agenda, the January 30, 2025, Commission Meeting Minutes & the January Statistic not including the Delta Statistics

#### II. EMPLOYEE RCOGNITION- Catherine Highsmith

- A. Dylan Terrell, Airport Groundskeeper-10 Years
- B. Felizitas "Gale" Terrell, Airport Administrative Assistant-15 Years
- C. Diane Johnston, Airport Director of Marketing & Business Development-20 Years
- D. Marcell Harris, Airport Lead CSA-35 Years

#### III. COMMITTEE REPORTS:

- A. Marketing Committee Report-Commissioner Michael Cioffi Motion by Commissioner Cioffi 2nd by Commissioner Troutman to approve the Marketing Committee Report Pending Approval for Serenity Behavioral Health submitting 501c3; Unanimous Ayes; Motin carries
- B. Finance Committee Report-Commissioner Davis Beman Motion by Commissioner Beman 2nd by Commissioner Sasser to approve the February 2025 Committee Report No Discussion; Unanimous Ayes; Motin carries

#### IV. FINANCE REPORT – Risa Bingham

January Financials Motion by Commissioner Beman 2nd by Commissioner Cioffi to approve the January 2025 Financial No Discussion; Unanimous Ayes; Motin carries

#### V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- 2025 Budget Amendment for Personnel- Herbert L. Judon, Jr. Motion by Commissioner Sasser 2nd by Commissioner Troutman to approve 2025 Budget Amendment for Personnel No Discussion; Unanimous Ayes; Motin carries
- B. Augusta Regional Airport (AGS)- Work Authorization #13- Runway 8/26 As-Built 18b Survey -Elizabeth Giles Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Authorization #13- Runway

8/26 As-Built 18b Survey No Discussion; Unanimous Ayes; Motin carries

- C. Augusta Regional Airport (AGS)- John Wayne Air Calvary, Inc. -Professional Services Agreement - Kennth Hinkle *Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve* John Wayne Air Calvary, Inc. -Professional Services *No Discussion; Unanimous Ayes; Motin carries*
- D. Augusta Regional Airport (AGS)- FAA Reimbursable Agreement Masters<sup>®</sup> 2025- Kennth Hinkle Motion by Commissioner Larke 2nd by Commissioner Sasser to approve FAA Reimbursable Agreement Masters 2025 Commissioner Troutman voted nay; Motin carries
- E. Augusta Regional Airport (AGS)- Riversville Aircraft Corp. Lease Agreement 2025-2026 -Kennth Hinkle Motion by Commissioner Harris 2nd by Commissioner Beaman to approve Riversville Aircraft Corp. Lease Agreement 2025-2026 Update contract to reflect lease of 12 months not 8 months; Unanimous Ayes; Motin carries
- F. Augusta Regional Airport (AGS)- Mavel Wings Lease Agreement 2025-2026 Kennth Hinkle Motion by Commissioner Cioffi 2nd by Commissioner Sasser to approve Mavel Wings Lease Agreement 2025-2026 No Discussion; Unanimous Ayes; Motin carries
- G. Augusta Regional Airport (AGS)- Turo Inc. Operating Agreement 2025 Tyler Good Item was removed per staff request
- H. Augusta Regional Airport (AGS)- Augusta Museum of History (AMH) Curatorial Coordination Agreement- Lauren Smith Motion by Commissioner Sasser 2nd by Commissioner Beaman to approve Augusta Museum of History (AMH) Curatorial Coordination No Discussion; Unanimous Ayes; Motin carries
- Augusta Regional Airport (AGS)- Alliance of Therapy Dogs, Inc. for the Paws for Pax Program -Lauren Smith Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve Alliance of Therapy Dogs, Inc. for the Paws for Pax Program Update Certificate of Liability to include AGS name; Unanimous Ayes; Motin carries
- J. Augusta Regional Airport (AGS)- OshKosh Aerotech KCI Valet Conveyor Systems Bruce Keller Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve OshKosh Aerotech KCI Valet Conveyor Systems Change language to reflect increase efficiency and remove for safety improvements; Unanimous Ayes; Motin carries

#### VI. INFORMATION ITEMS

A. Replacement of SPAC 6 Rooftop Unit- Bruce Keller

B. Innovation Exchange Event March 13, 2025 – Diane Johnston

#### VII. COMMISSION COMMENTS/ACTION REQUESTS:

- A. Selection of Committee Members for 2025- Chairwoman Ronic West Motion by Commissioner Fennoy 2nd by Commissioner Harris to approve Selection of Committee Members for 2025 No Discussion; Unanimous Ayes; Motin carries
- B. Travel Approval for Aviation Chairwoman Ronic West to attend (AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C.)- Vice Chairman Michael Cioffi Motion by Commissioner Cioffi 2nd by Commissioner Larke to approve Travel for Aviation Chairwoman Ronic West and Commissioner William Fennoy to attend AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C., March 26-28, 2025 No Discussion; Unanimous Ayes; Motin carries
- C. Staff Update on Ordinance Project/Augusta Commission Approval- Chairwoman Ronic West Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Staff Update on Ordinance Project/Augusta Commission Approval Rewrite pending approval from Augusta Commission; Unanimous Ayes; Motin carries
- D. Move March 27,2025, Commission Meeting to March 20, 2025
   Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve the Move of March 27, 2025, Commission Meeting to March 20, 2025
   No Discussion; Unanimous Ayes; Motin carries

#### ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2<sup>nd</sup> by Commissioner Sasser No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 11:21 am

Ronic West, Chairwoman Augusta Aviation Commission



**Finance.Committee.Meeting** 

# Meeting Date: 3/25/2025 Airport 2025 Budget Amendment for Personnel Augusta Regional Airport **Department: Presenter:** Herbert L. Judon, Jr., Airport Executive Director Motion to approve the **2025 Budget Amendment for Personnel** in the **Caption:** Amount of **\$50,000.00** This item was approved by the Augusta Aviation Commission on February 27, 2025. In FY 2025, the Airport will be making multiple organizational (personnel) **Background:** adjustments to enhance the operation. These changes have been precipitated for multiple reasons and are inclusive of the assignment of additional duties, reclassifications, potential promotions, succession planning, etc. To monetarily execute compensation related to these upcoming actions, funding must be available within the "Personnel Services & Benefits" account of the budget. The Airport did not incorporate this funding in the 2025 budget because the need for these adjustments were unknown at the time of the August 2, 2024 budget submission deadline. The Airport's "Available for Future Years" fund balance is \$1,664,980. The **Analysis:** Airport will utilize \$50,000 to carry out the organizational (personnel) adjustments. This amended change will not impact the overall balanced budget. It is merely moving monies from one line-item section to another. Additionally, Airport management is implementing these organizational adjustments with the strategic goal to not increase overall personnel expenditures. This goal will be met through salary savings (of vacant positions), efficiencies, and reclassifications of some roles.

These adjustments will be implemented over the course of the fiscal year.

	However, this action serves as a proactive step to appropriately classify <i>Item 21.</i> set aside funds for availability when required.
Financial Impact:	Monies will be moved from 551101110-6021110 to 551081110-5121110.
Alternatives:	N/A
<b>Recommendation:</b>	Motion to approve the <b>2025 Budget Amendment for Personnel</b> in the Amount of <b>\$50,000.00</b> This item was approved by the Augusta Aviation Commission on February 27, 2025.
Funds are available in the following accounts:	From 551101110-6021110 to 551081110-5121110.
REVIEWED AND APPROVED BY:	N/A



Meeting Name Meeting Date: EnterTextHere

Item Name

	Item I tume
Department:	Information Technology
Presenter:	Reggie Horne, Interim CIO
Caption:	Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.
Background:	In an effort to provide the employees of Augusta Richmond County with current technology and to stay in line with the Information Technology Strategic Plan, the Information Technology Department (IT) schedules the replacement of end-of-life equipment that, due to age and capability, is not compatible with current standards and is unable to support current software requirements. Information Technology developed an IT Technology Replacement plan that replaces obsolete computer equipment every 5 to 8 years (the normal life expectancy for the equipment). The replacement of computer and communication equipment will consist of any devices that are not capable of meeting current software or business needs, along with the necessary software and virtual resources to support the equipment. Information Technology is also continuing with the standardization of current operating systems and Microsoft Office products throughout the organization. Therefore, required software and hardware upgrades may need to be purchased for computers and servers that are not scheduled to be replaced. Regardless of funding source, all technology equipment removed from production will be disposed of in accordance with the technology decommissioning policy. Inoperable equipment will be taken to the electronic recycling drop point at the Augusta Richmond County Landfill. Qualified equipment that meets determined specifications will either be sold in the Employee Lottery or redistributed to appropriate locations for use in Community Outreach Programs (i.e. Recreation Department Community Centers). All other functional equipment will be taken to the Fleet Department for sale at auction. All data will be erased from any devices using a DOD-certified method.
Analysis:	Currently, there are approximately 2000+ desktop computers, 500+ laptops and tablets, 400+ MDTs, and 1500+ radios deployed by the city. Life cycles

	are set for desktop equipment based on industry standards. In some case dutated computers, servers, printers, laptops, radios, and MDTs are incapable of operating the software required by the current business environment. In addition, critical infrastructure components in the Information Technology Data Center are also scheduled for replacement based on end-of- life dates. All items will be purchased according to current Procurement requirements, typically through discounted Statewide contracts (managed by Georgia Department Administrative Services).
Financial Impact:	The approximate estimated total cost for items scheduled to be replaced, upgraded, or purchased in 2025 is \$1,100,000.00. Funds for these replacements are included in the 2024 Information Technology Operating and Capital Budget as well as in certain SPLOST allocations.
Alternatives:	Leave existing devices and equipment in place. However, this will increase the cost of replacements in future budgets and will affect other technology- related implementations, projects, and normal business processes. Supporting and maintaining this out-of-date equipment could result in unpredictable outcomes, reduced efficiency for certain departments, and an increased risk of failure.
<b>Recommendation:</b>	Approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.
Funds are available in the following accounts:	272015410-5316220 (Desktops); 272015410-5316230 (Laptops); 272015410-5316260 (Printers); 272015410-5424210 (Servers); 272015410- 5424910 (Other Computer Systems); 272015410-5316210 (Noncapitalized Equipment); 272015410- 5316250 (Peripherals); 272015410- 5424510 (Peripheral Equipment); 272015410-5424220 (Software); 272015410- 5316120 (Telephones); 272015410-5316121 (Telephone Equipment); 272015410-5421110 (Machinery); 101015410-5311915 (Operating- Maintenance, Small Equipment); GL 330-01-2110 / JL 222-01-9001.
REVIEWED AND APPROVED BY:	N/A



April 1, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve</b> the appointment of <b>Ms. Kay Roland</b> to the Augusta Aviation Commission representing District 9.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mrs.	
First Name *	Кау	
Middle Name*	Ν	
Last Name *	Roland	
Suffix		
Date Of Birth*	11/29/1962	
Address *	Street Address 2102 Clairmont Drive Address Line 2 City Augusta Postal / Zip Code 30904	State / Province / Region Georgia Country United States
Home Phone*	706-733-4250	
Work Phone	7067212769	
Registered Voter*	<ul> <li>District 1</li> <li>District 3</li> <li>District 5</li> <li>District 7</li> <li>None</li> </ul>	<ul> <li>District 2</li> <li>District 4</li> <li>District 6</li> <li>District 8</li> </ul>
Marital Status *	Married	
Education*	College Degree	
Race*	Black	
Gender*	Female	
Occupation*	Registered Nurse	
Interests	Enjoy helping others in the community.	
Commissions, Authorities, & Boards		
Volunteer For*	Augusta Aviation Commission - Bush Field Click add below to apply for more than one board.	d

ltem 23.

*	I currently have relatives working for the City of Augusta	
	⊖ Yes	No
*	I currently serve on an Augusta Board	d, Commission, or Authority
	⊖ Yes	No
	I would like to receive an email confir	mation of my submission.
	Yes	⊖ No
Email	kroland@augusta.edu	



April 1, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to <b>approve</b> the minutes of the March 18, 2025 Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A



AUGUSTA COMMISSION MEETING MINUTES Commission Chamber Tuesday, March 18, 2025 2:00 PM

# **PRESENT:**

Mayor Johnson Mayor Pro Tem Guilfoyle Commissioner J. Johnson Commissioner Stacy Pulliam Commissioner Rice Commissioner Clark Commissioner Clark Commissioner Slendak Commissioner Slendak Commissioner Garrett Commissioner Scott <u>ABSENT:</u> Commissioner Mason

# **INVOCATION**

Reverend Kimberly E. Dunn, Associate Rector, Saint Paul's Church

# PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA <u>RECOGNITION(S)</u>

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

#### **Presentations made.**

**B.** Congratulations! George P. Butler Bulldogs on your 2024-2025 Georgia State High School State Champions. (**Requested by Commissioner Tony Lewis**)

#### **Presentations made**

#### **DELEGATION(S)**

**C.** Mr. Moses Todd from I Love Augusta Inc. discuss Charter Review Committee/charter review. Mr. Todd addressed the Commission as stated.

# CONSENT AGENDA

(Items 1-27)

# **PLANNING**

 <u>Final Plat – S-960 – Brittany Oaks</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Southern Partners, Inc. on behalf of TBR Townhomes LLC requesting final plat approval for Brittany Oaks containing 194 lots, located at 3303 Firestone Drive. Tax Map # 141-0-004-04-0. *Reviewing agency approval 01/29/2025*

# Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

 <u>Final Plat – S-952 – Worthington</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Civil Engineering of Columbia on behalf of GSH Land Fund LLC requesting final plat approval for Worthington containing 85 lots, located at 2523 Tobacco Road. Tax Map # 141-0-538-05-0. *Reviewing agency approval 02/24/2025*

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

3. <u>Z-25-03</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone R-1D (One-Family Residential) to construct a mixed-use development, affecting 34.9 acres out of a 44.99 acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #'s 157-0-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

<u>Z-25-04</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone B-2 (General Business) to construct a mixed-use development, affecting 10.09 acres out of a 44.99

acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #10-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0.

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

<u>Z-25-05</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by David L. Harden requesting a rezoning from zones R-1E (One-Family Residential) and B-2 (General Business) to zone B-2 (General Business) to establish a bistro, plant nursery, garden center, petting zoo, event space, and campsite, affecting properties containing approximately 5.62 acres located at 1813 and 1815 Kissingbower Road. Tax Map #'s 057-3-137-02-0 & 057-3-139-01-0.

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

6. <u>Z-25-06</u>-A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Darius Jamschidian on behalf of CSRA Economic Opportunity Authority Inc. requesting a rezoning from zone P-1 (Professional/Office) to zone R-3C (Multiple-Family Residential) to develop apartments, affecting properties containing approximately 0.16 acres, located at 343 Telfair Street. Tax Map # 047-4-068-00-0.

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### Motion carries 10-0

#### PUBLIC SERVICES

7. Motion to approve allowing the Administrator to meet with Dr. Lee A. Donohue, MD, FACP, District Health, Director Georgia Department of Public Health / East Central Health District 6 regarding additional funding for the Mosquito Control program and bring back a proposal at the Commission March 18, 2025 meeting. (Approved by Public Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

8' Motion to **approve** the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia. (**Approved by Public Services Committee March 11, 2025** 

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### Motion carries 10-0

 Motion to approve A.N. 25-11 – Existing Location, New Ownership: Retail Package Beer and Wine, Prayashkumar Patel applicant for Bhalabhai, LLC DBA Joy Food Mart, 3011 Wheeler Road. District 7, Super District 10(Approved by Public Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

10. Motion to approve A.N. 25-12 – Existing Location, New Ownership: Retail Package Beer and Wine, Iqbal H. Mohammed applicant for Get N Go, 2350 Windsor Spring Road, District 6, Super District 10 (Approved by Public Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### Motion carries 10-0

 Motion to approve A.N. 25-14 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James G. James applicant for JLK Group Holdings, located at 2163 Central Ave, District 1, Super District 9. (Approved by Public Services Committee March 11, 2025

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

12. Motion to approve request from Ms. Bridget Lynch for The Fatty Marsha Foundation fee waiver for venue and stage rental fees for use of the Augusta Common for Fall Wine Festival on Saturday, October 11th from 2:30pm - 7pm .(Approved by Public Services Committee March 11, 2025

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

# ADMINISTRATIVE SERVICES

13. Motion to approve Recommendation of Award for RFP 24-237 Wellness Center Services. After a thorough evaluation process, the evaluation committee recommends the following awards: CareATC. The award recommendation is for a 3-year contract with the option to extend for two (2) additional one (1) year terms.(Approved by Administrative Services Committee March 11, 2025

#### Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

14. Motion to approve City of Augusta's recertification in the Georgia Municipal Association's City of Ethics Program. (Approved by Administrative Services Committee March 11, 2025

# Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# Motion carries 10-0

# **ENGINEERING SERVICES**

**15.** Motion to **approve** the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2.(**Approved by Engineering Services Committee March 11, 2025** 

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

16. Motion to approve supplement funding (supplement 4) in amount not to exceed \$15.0 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915 (Approved by Engineering Services Committee March 11, 2025

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

17. Motion to approve supplement funding (supplement 5) in amount not to exceed \$3.728 million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916. (Approved by Engineering Services Committee March 11, 2025

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

18. Motion to approve allowing W.W. Williams to provide onsite technical services for #6 and #7 Diesel Engine for the period to include the Augusta National Tournament for a fee of \$45,731.80.(Approved by Engineering Services Committee March 11, 2025)

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### Motion carries 10-0

#### PUBLIC SAFETY

# **19.** MOTION TO APPROVE ADDITIONAL FUNDING REQUEST IN THE AMOUNT OF \$173,258 FROM THE FY25 JUVENILE JUSTICE INCENTIVE GRANT AWARD. (Approved by Public Safety Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

**20.** Motion to **approve** the extension of the existing 2024 MOU with Augusta University and the signing of the 2025 MOU for an internship program centered around environmental and smart city sensors and programs.(**Approved by Public Safety Services Committee March 11, 2025**)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### Motion carries 10-0

 Motion to approve and award the Space Planning and Programming & Schematic Design for Richmond County Jail (Charles B. Webster Detention Center) to Treanor Inc. (RFQ 24-217) (Approved by Public Safety Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

22. Motion to approve a request by the Augusta Fire Department to use Elite Diesel of Augusta as the sole source vendor to make repairs on Aerial Truck 5 (AT-5). (Approved by Public Safety Services Committee March 11, 2025)

#### Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

23. Motion to approve a request from Chief Probate Judge Stacy Y. Johnson to add a \$10 fee to the court filing fees for each civil action filed with the court. (Approved by Public Safety Services Committee March 11, 2025)

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

# APPOINTMENT(S)

24. Motion to approve the appointment of Ms. Dianne Sprague to the Augusta Tree Commission representing District 10. (Requested by Mayor Pro Tem Guilfoyle)

#### Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

**25.** Motion to **approve** appointing Mr. James Stokes to the Augusta Public Transit Advisory Board representing District 7. (**Requested by Commissioner Tina Slendak**)

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

**26.** Motion to **approve** the reappointment of Mr. Ben Morgan to the Augusta Public Transit Citizens Advisory Board (**Requested by Commissioner Francine Scott**).

# Motion to approve

# Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# Motion carries 10-0

# PETITIONS AND COMMUNICATIONS

27. Motion to approve the minutes of the Augusta Commission meeting held March 4, 2025.

# Motion to approve

#### Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

**Motion carries 10-0** 

# \*\*\*\*END CONSENT AGENDA\*\*\*\* AUGUSTA COMMISSION

# AUGUSTA COMMISSION REGULAR AGENDA

(Items 28-42)

# PUBLIC SERVICES

28. Mr. Michael E. Spindler requesting modification to taxi meters and rates. (No recommendation from Public Services Committee March 11, 2025.)

Motion to adopt new proposed rates and related services and waive second reading.

#### Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# Motion carries 10-0

29. "Update - Homeless Taskforce " (Requested by Commissioner Jordan Johnson)

# It was the consensus of the Commission to move forward to the next committee meeting without objections.

**30.** Establish a Study Committee to review and look into policies, procedures, and codes, as it relates to residential building. (**Requested by Commissioner Francine Scott**)

# Motion to approve with Commissioner Pulliam and Mayor Pro Tem Guilfoyle serving as cochairs.

#### Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

Motion carries 10-0

# ADMINISTRATIVE SERVICES

**31.** Receive as information a presentation by the Urban Land Institute Technical Assistance Par recommendations for property at 401 Walton Way.

# Commission received as information without objection(s)

**32.** Update on the Marshal's Office salary increase request.

# Received as information the Administrator's recommendation without objections.

# **ENGINEERING SERVICES**

**33.** Motion to approve the Memorandum of Agreement between Augusta, Georgia and the City of Blythe, Georgia Regarding Removal and Disposal of Debris related to Hurricane Helene.

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

34. Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.

# Motion to approve

#### Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

# **FINANCE**

**35.** Motion to approve renewal of Augusta POL/EPL Insurance with Premium Quote for 2025 – 2026 POL/EPL coverage with MarshMcLennan Agency, current broker, through insurance carrier RSUI for a premium of \$70,760 (premium remained flat).

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

**36.** Request to approve Augusta Commercial Property Insurance coverage for 2025 offered through Affiliated FM, current carrier, for a premium of \$1,054,424 for full blanket coverage and limited flood coverage in flood prone areas.

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Cl

#### Motion carries 10-0

**37.** Adopt updated funding timeline for Coliseum Authority Debt Service.

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# Motion carries 10-0

# PUBLIC SAFETY

**38.** Discussion of issues pertaining to the 911 department. (**Requested by Commissioner Wayne Guilfoyle**)

Motion to approve directing the Administrator to meet with the Sheriff's Office, 911, Emergency Management, Fire Department and Marshal's Office to discuss matters, concerning 911 response times and additional channels for the Sheriff's Office.

Motion to approve.

Motion made by J. Johnson and seconded by Scott

Voting Yea. Mayor Johnson, Johnson, Scott, Slendak, Rice, Guilfoyle, Pulliam, Lewis, Garrett, Clark

**Motion carries 10-0** 

# APPOINTMENT(S)

**39.** Motion to **approve** appointing Commissioner Stacy Pulliam as an ex-officio member of the Commission to the Augusta Convention and Visitors Bureau. (**Requested by Mayor Pro Tem Wayne Guilfoyle**)

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

# **Motion carries 10-0**

**40.** Motion to **approve** the reappointment of Mr. Henry Middleton, to the Richmond county Board of Assessors (**Requested by Commissioner Francine Scott**)

# Motion to approve

# Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Cl

#### Motion carries 10-0

**41.** Motion to **consider** the recommendation of the Richmond County Board of Health to appoint Mary Ann Moores to the vacant member-at-large seat formerly held by Antonia Autry.

#### Motion to approve

#### Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

# ADDENDUM AGENDA ADDITIONS RECEIVED WITHOUT OBJECTION

1. Discuss Masters renters will not have all debris in Augusta picked up by Masters week. (Requested by Catherine Rice)

Received as information without objection.

2. Discuss and give update on road paving on Hephzibah-McBean Rd. (Requested by Commissioner Brandon Garrett)

Received as information without objection and forward to next committee meeting.

**3.** Provide update on recruitment status for all interim director positions: Central Services, County Attorney, IT, and Procurement. (Requested by Commissioner Brandon Garrett)

# Received as information without objection.

**4.** Reappointment of Angel Maestro – Board of Zoning Appeals and Dr. Charles Larke – Augusta Aviation Commission (Bush Field). **(Requested by Commissioner Don Clark)** 

#### Motion to approve

#### Motion made by Scott and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, J. Johnson, Scott, Pulliam, Lewis, Guilfoyle, Clark, Slendak

#### **Motion carries 10-0**

5. Approve a path forward for a local homestead exemption. (Requested by the Administrator's Office)

Motion to approve a resolution requesting the Augusta Delegation to sponsor a local bill setting a homestead exemption with a flat inflationary index of 3.5%.

# Motion made by Guilfoyle and seconded by Rice

Voting Yea, Guilfoyle, Rice, Mayor Johnson, Garrett, Johnson, Pulliam, Lewis, Clark Scott, Slendak

# Motion carries 10-0

# LEGAL MEETING

- A. Pending and Potential Litigation
- **B.** Real Estate
- C. Personnel

Motion to approve going into legal session to discuss pending threatened litigation, real estate and personnel matters.

Motion to approve

Motion made by Rice seconded by Garrett

Voting Yea: Mayor Johnson, Rice, Garrett, Scott, Johnson, Pulliam, Lewis, Slendak, Clark, Guilfoyle

#### **Motion carries 10-0**

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

Motion to approve

Motion made by Rice and seconded by Johnson Voting Yea Mayor Johnson, Rice, Lewis, Slendak, Clark, Scott, Johnson Out: Pulliam, Mason, Garrett, Guilfoyle

Motion carries 7-0

# **ADDITION FROM EXECUTIVE SESSION:**

43. Motion to continue the Interim Geneal Counsel arrangement until June 30, 2025.

#### Motion to approve

Motion made by J. Johnson and seconded by Rice Voting Yea Mayor Johnson, Rice, Lewis, Slendak, Clark, Scott, Johnson 

April 1, 2025

Job Postings and Reclassifications

Department:	N/A
Presenter:	N/A
Caption:	Discuss job postings and reclassifications to the next commission agenda. (Requested by Commissioner Jordan Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

#### Lena Bonner

From: Sent: To: Subject: Commissioner Jordan Johnson Wednesday, March 26, 2025 7:21 PM Lena Bonner Agenda Request

Hi Ms. Bonner,

Please add "Discuss job postings and reclassifications" to the next commission agenda.

Thank you,

Jordan Johnson

Augusta Commission, District 1

Finance Committee - Vice Chair

Engineering Committee - Member

Downtown Development Authority - Member

706-564-9356

augustaga.gov

"It's our duty to forget about ourselves and to try to make a contribution to the people we represent to make life better for them" - Former GA State Representative R.A. "Papa" Dent

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Meeting Date: April 1, 2025

# AO SPLOST 9

Department:	County Administrator's Office
Presenter:	Tameka Allen, County Administrator
Caption:	Motion to approve the tentative schedule for SPLOST 9 and authorize the Mayor to call a meeting with Hephzibah and Blythe to discuss the intergovernmental agreement for distribution of SPLOST 9 proceeds.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	Approve the tentative schedule for SPLOST 9 and authorize the Mayor to call a meeting with Hephzibah and Blythe to discuss the inter-governmental agreement for distribution of SPLOST 9 proceeds.
Funds are available in	N/A
the following accounts:	
<u>REVIEWED AND</u> APPROVED BY:	N/A

November 4, 2025 - election	Item
April 15, 2025	Commission vote to authorize mayor to issue notice of Intergovernmental Meeting to City of Hephzibah and City of Blythe
April 16, 2025	Notices Mailed to Inter-Governmental Agencies Mayor's Office mail notices of meeting of governing authorities to the Mayors of Hephzibah and Blythe to discuss inter-governmental agreement for distribution of SPLOST 9 proceeds. <i>Notices must be mailed or delivered 10 days prior to the</i> <i>meeting.</i>
May 1, 2025	Intergovernmental Meeting
June - July 2025	Commission Workshops/Public Meetings
July 15, 2025	Final SPLOST 9 project list approved by Commission
	Staff Preparation The Staff and City Attorney will prepare all necessary documentation.
	Approval of Intergovernmental Agreements
July 15, 2025	Augusta approve Intergovernmental Agreement with Hephzibah and Blythe
July 16, 2025 to August 1, 2025	Hephzibah and Blythe approve Intergovernmental Agreement with Augusta.
August 5, 2025	Commission Passes SPLOST Resolution Commission passes SPLOST Resolution for November ballot. (Must be at least 90 days prior to election)
August 18, 2025	Board of Elections Convenes The Board of Elections convenes in regular session to issue Call of Election. (Resolution due to Board of Elections by August 11, 2025)
September	Public Meetings
	Notice to Newspaper
September 21, 2025	Send Notice of Election/Resolution to newspaper for publication. Notice must be published once per week for four consecutive weeks prior to the election.
September 30, 2025 October 7, 2025 October 14, 2025 October 21, 2025 October 28, 2025	Legal Notices Published - required for bonds Legal Notices Published Legal Notices Published Legal Notices Published Legal Notices Published
November 4, 2025	Date of Election
	Collections will begin at the end of SPLOST 8 currently project to be December 31, 2026



April 1, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to reappoint Ms. Lekendrea Frazier to the Board of Tax Accessors to a four-year term. ( <b>Requested by Commissioner Tony Lewis</b> )
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	N/A



April 1, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A